BEFORE THE UNITED STATES DEPARTMENT OF TRANSPORTATION OFFICE OF HEARINGS WASHINGTON, D.C. DEPT OF TRANSPORTATION DOCKETS TO SUM JUN 18 P 3: 05

)	
In the Matter of:)	Docket No. FMCSA-2007-0089
Accent Movers, Inc.,)	(Southern Service Center)
Respondent.)	
)	

CLAIMANT FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION'S HEARING EXHIBITS

Hearing before U.S. Administrative Law Judge Richard C. Goodwin

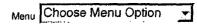
June 15 – 19, 2009

FAA Exhibit List

#	Description		Z
	1 MC Details 7/20/07 - 2 pp		×
	2 MCS - 150 dtd 3/20/06 - 1 pp		×
	3 Cy of Accent Movers website a/o 7/6/07- 3 pp		×
	06 9:39 - 3 pp		×
	Þ	×	×
	7 Cy of emails final - 4 pp		×
	8 Hshld Goods Proposal and Contract for Moving dtd - 2 pp		×
	9 Checking statement dtd 10/5/06 - 2 pp		×
	- 8 pp		×
	11 Compliance Review forms dtd 5/17/07 - 2 pp		×
	12 Handwritten memo on Moreno employment dates - 1 pp		×
	13 Booked search results		
	14 Sta of Ws dtd 2/11/09 - 3 pp		×
	15 TC memo dtd - 2 pp		
	16 Req for Admissions		
	17 Ans to Req for Admissions		
	18 First Set of Interrogatories		
	19 Responses to FMCSA First Set of Interrogatories		×
	20 Cvr ltr and Responses to FMCSA First Set of Interrogatories		×
	21 FMCSA Req for Production		
	22 R Response to Req for Production of Documents		×
	23 Cvr ltr R Response to Req for Production of Documents		×
	24 Cy of Cashier's check dtd 8/31/06		×
	25 Investigative Report 6/11/09		×
	26 Accent Movers website a/o 5/12/09		×
	27 Appl for MC Authority dtd 10-23-00		×
	28 Able Bodied Movers webpage - 6 pp		×
	5 pp		×
	30 no exhibit	-	NA
	31 Able Bodied Movers webpage dtd 2/24/09 - 3 pp		×









Motor Carrier Details

US DOT:	703	784			Dock	et Number:	N	MC325452			
Legal Name:	AC	CENT MOV	ERS,	NC.							
Doing- Business-As Name:		ACCENT MOVERS									
Busines	s Ad	dress	Tele	Busine phone	ess and Fax	Mail Addre	ss .	Mail Telephone and l	Fax	Undeliverable Mall	
6401 BRADL HALTOM CI			(8	17) 834	-5377					NO	
Authority Type			Authority Status			Application Pending					
C	omr	non		INACTIVE			NO				
	ont	act		NONE			NO				
	Brok	er			N	ONE			NO		
Property	/	Pas	seng	er Household Goods		enger Househol			Private		Enterprise
NO			NO	YES			NO NO		NO		
lnsu	ranc	е Туре		Insurance Required			Insur	ance	on File		
	BIP	D		\$750,000				\$0			
	Car	90		YES				NO			
	Bor	ıd			l	VO			NO		

BOC-3: NO

Older process agent filings may not be shown in the data base. To inquire if a carrier has process agents even if they are not shown here, please call 202-385-2423 M-F 8:00 AM - 4:30 PM EST or 202-385-2400 after hours and holidays to leave a message.

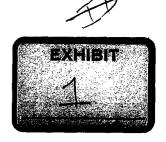
| Active/Pending Insurance | Rejected Insurance | Insurance History | Authority History | Pending Application | Revocation |

Friday, July 20, 2007 at 10:52:00

FMCSA Home | DOT Home | Privacy Policy/Disclaimer | Accessibility | Related Sites | Help

6/14/09

United States Department of Transportation - Federal Motor Carrier Safety Administration







Menu Choose Menu Option ▼

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Authority History

US D	OT:	DT: 703784 Doc l		Number:	MC325452			
Lega Name		ACCENT MOVERS, INC.						
Sub	Auth Type			Origina	l Action	Dispo	sition	
	HOUSEHOLD GOODS COMMON CARRIER			GRANTED	12/24/1997	REVOKED	06/16/1998	

| Carrier Details | Active/Pending Insurance | Rejected Insurance | Insurance History | Pending Application |
Revocation |

Friday, July 20, 2007 at 10:52:18

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United States Department of Transportation - Federal Motor Carrier Safety Administration



U.S. Department of Transportation

MOTOR CARRIER IDENTIFICATION REPORT

Federal Motor Carrier Safety Administration					(Ap	hiici	#UOII	10	r U.S. 1	יטט	Nun	iner)		
REASON FOR FILING (Check Only One)														
NEW APPLICATION	BIENNIAL	UPDATE C	R CHANGES	OUT OF BU	ISINESS N	OTIFIC	ATION		EAPPUCAT	1ON (A	THE RE	OCATIO	ON OF NE	W ENTRANT
1, NAME OF MOTOR CAP ACCENT MOVERS I					2. TRAU	E OR D	B.A (DO	ING E	IUSINESS AS	S) NAME		12:7	37,7-	٧,
3. PRINCIPAL STREET AL 2616 WEAVER STRE		E NUMBER	4. CITY HALTOI	N CITY			RESS (P VER ST		•		ING CITY TOM C			
7. STATE/PROVINCE TX	8. ZIP CODE- 76117	+4	9. COLONIA (M	IEXIÇO ONLY)	10. STAT	TEPRO	VINCE		11. ZIP COD 76117	E+4	12. C	OLONIA	(MEXICO	ONLY)
13 PRINCIPAL BUSINESS - (817) 834-5377	PHONE NUM	BER	14. PRINCIP	AL CONTACT C	ELLULAR	PHONE	NUMBER	ì	15, PRINCE (817) 8			X NUME	BER	
	MC OR MX NO	118	DUN & BRADS	TREET NO.	19, IRS/T	AX ID N).		1011,12). INTERN	IET E-M	AIL ADDR	ESS
1	25452				EIN#		17010 S	SN#						
21. COMPANY OPERATIO	N (Circle all th	et apply)												,,
X Interstate Carrier	B. Intrastate	lazmat Cari	ier C. Intre	astata Non-Hazma	d Carrier	D. Inte	rstale St	lipper	E. Intra	state Sh	ipper	F. Vehi	de Regisi	rant Only
22 CARRIER MILEAGE	to nearest 10,0	00 miles for 0	Last Calendar	Year) Y	EAR	<u> </u>							 	
23 OPERATION CLASSIF	CATION (Circ	de Aif that A	pply)											
Authorized For-Hire			ers (Business)	G U,S. M					vernment					
B. Exempt For-Hire C. Private Property	E. Priva F. Miga		ers (Non-Busin		u Governm Sovernmen		K. Indi	•	 10e					
24. CARGO CLASSIFICAT		All that App	h)											·····
A. GENERAL FREIGHT	F. LOGS,			ISH PRODUCE VIDS/GASES		IRAIN, FI	EED, HA'	Y			IDITIES D ERATED		K	
K Household Good: C. Metal: Sheets,		S, LUMBER ING MATER	4 (6.175)	ERMODAL CONT			rue,			BEVERA			CONSTR	UCTION
COILS, ROLLS		E HOMES	M. PAS	SENGERS			E, REFU	SE, 7/			PRODUC			WELL
D. MOTOR VEHICLES	I. MACHI		0 168	FIELD EQUIPME STOCK		.S. MAIL HEMICA	LS			JTILITY ARM SI	UPPLIES	DD,	OTHER	
E. DRIVE AWAY/TOWAN 25. HAZARDOUS MATERI		OBJECTS						II KO -				81 II (C) _ 1	N PACKA	GES
C S A DIV 1.1	B NB		K. DIV2.2A (AM		ic s		W 4,2	, 	B NB	C S	EE. HR			B NB
C S B. DIV 1.2	B NB	C S	L. DIV 2.3A	B NB	C S		N 4.3		B NB	C S	FF. CLA			B NB
C S C. DIV 1.8 C S D. DIV 1.4	B NB		M. DIV 2.38 N. DIV 2.3C	B NB B NB	C S		DIV 5.1 DIV 5.2		8 NB	CS	GG, CLA HH, CLA			8 NB 8 NB
C S EDN 1.5	B NB	c s	O DN 2.3D	B NB	c s	Y, D	IV 6.2		B NB	C S	IL CLAS	SS 9		B NB
C S F. DIV 1.8 C S G. DIV 21	B NB		P. CLASS 3 D.CLASS 3A	B NB B NB	C S		N 6.1A N 6.1B		B NB B NB	C S	JJ. ELEY		EMP MAT WASTE	TBNB BNB
C S H. DIV 2.1LPG	B NB		r, Class 3B	B NS	c s		N 6.1Pai	ison	B NB	Ċŝ			LUTANTS	
C S L DIV 2.1(METHA C S J, DIV 2.2			S. COMB LIQ	R NB	C S		N 6.15C	LID	B NB B NR	CF			S SU3(RC	
C S J, DN 2.2	B NB	cs.	Γ, DIV 4,1	B NB	Ç 8	OD. C	LASS 7		в ив	C S	DO. ORA		SWASTE	BNB
26. NUMBER OF VEHICLE	S THAT CAN B	E OPERAT	ED IN THE U.S.											
Straight Trucks	Truck .	Traifers	HazMat Cargo	HazMat Cargo	Motor	1	ol Bus	بل.	Minj-bus		√e n	<u></u>	Limousi	
HECKS	Tractors		Tank Trucks	Tank Treilers	Coach	1-8		16+	18+	iber of p	9-15	s (Includ	9-15	18+
OWNED 1		20			,	 '** 		1	704		3010	1-1-0	3-10	7.0
TERM LEASED														
TRIP LEASED														
27. DRIVER INFORMATION	4	ואו	ERSTATE	INTRA	STATE		70	TAL	DRIVERS		TO	TAL COL	DRIVER	S
Within 100-Mile	Radius			<u> </u>			<u> </u>		N 1					
Beyond 100-Mile							1							
28. IS YOUR U.S. DOT NU		ration cl	IRRENTLY REV	OKED BY THE F	EDERAL	MOTOR	CARRIE	R SAI	ETY ADMIN	ISTRAT	ION?	Yes:	No:	
If Yea, enter your U.S. DOT Number:														
29, PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S) OFFICERS OR PARTNERS AND TITLES (6.9, PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER) 1, SHANE GIBSON 2														
(Please Print Name) 2. (Please Print Name)														
30. CERTIFICATION STATEMENT (to be completed by an authorized official)														
1,(Please print	Mama			with the Federal Mot formation entered o										alties of
fi. sende brui		, , , will wa			-					4				
Signature					Date		av-0	6	_ Title	res	7 day	1		
Farm MAS 450 (Pro. 40.2)						18	_		TO SEE THE PARTY.				a Data: 61	





TX DOT# 000537473b

TxDOT. (800)299-1700

DALLAS: 972.264.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

"OUR BUSINESS IS MOVING"

APARTMENTS * HOMES * OFFICES

LOCAL AND LONG DISTANCE

Serving the Metroplex since 1989.

- FREE IN-HOME ESTIMATES
- SAME DAY SERVICE
- PIANOS MOVED
- TRUCK LOADING AND/OR UNLOADING
- FULL SERVICE MOVING COMPANY
- EXPERIENCED PROFESSIONAL
- PERSONNEL
- SUPERIOR PACKING SERVICE
- STORAGE AVAILABLE

WE SELL PACKING SUPPLIES

FREE DISASSEMBLY/ASSEMBLY OF WASHERS* DRYERS * STANDARD BEDS* * DRESSER * MIRRORS

Submit for a FREE estimate online!

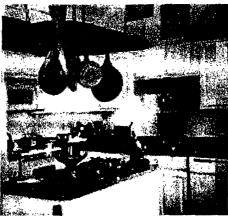
Web Design by Moving Butler... Carports





DALLAS: 972.264.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

Services



Accent Movers, Inc. is a moving company specializing in relocating home, offices, apartments in the DFW area as well as all over the country. Our moving contractors are professionals with at least two years of moving experience. Accent strives on repetitive quality customer satisfaction. We have been in business for over 12 years and are

locally owned and operated. Accent movers will provide you a oneon-one representative to accommodate your relocation needs and answer any question, as well as a crew leader on site to answer any questions. Please call anytime if we can assist you in any way.

Accent Movers, Inc. is able to completely furnish the following services upon request:

- · Truck loading/unloading
- Box unpacking/packing
- Same day service (most cases)
- · Hourly rates
- Crating
- Dissassembly/reassembly
- · Single item moves
- · Guaranteed quotes (w/list)
- Storage
- Inner office/house
- Hoisting

In addition to the standard household furnishings, we are able to move the following:

- automobiles (most cases)
- hot tubs
- marble/glass
- commercial equipment (most cases)
- medical equipment
- pianos
- pool tables
- arcade games
- shop tools (most cases)
- modular units
- safes
- big screen TV's
- vending machines
- electronics
- antiques

Jackson, Nancy <FMCSA>

From: Leal, Ma

Leal, Mario <FMCSA>

Sent:

Thursday, January 29, 2009 10:07 AM

To:

Jackson, Nancy <FMCSA>

Subject: FW: michele coogan (8 of 8)

Mario Leal Safety Investigator FMCSA / Laredo Field Office 956-712-1385 #240 Fax 723-1479

From: ml c [mailto:mailformickey@hotmail.com]

Sent: Thursday, May 17, 2007 8:46 PM

To: Leal, Mario <FMCSA> **Subject:** michele coogan

hi mario,

i have forwarded the emails i received from accent. I am having my neighbor fax you 4 pages. they will come from kenneth copeland ministries on Friday May 18. one of the documents (my receipt) is legal size so i copied it on two pages. it shows i paid \$4000 at delivery and had a \$4000 balance. In a section above that it shows i was charged \$5000 and paid \$1000 down. It has CC marked after it indicating a cashiers check. My bank does not keep records of cashiers checks, only the withdrawls. I have copied my bank statements showing dates and withdrawls marked with arrows.

I noted on the accent web pages that if i paid with a cashiers check i was to receive a \$500 discount. I did not receive this and have just now noted it.

The name of the driver was Mark Moreno 817-504-1932

Thank you,

Michele Coogan 817-523-0282 817-602-0541 cell

Make every IM count. Download Messenger and join the i'm Initiative now. It's free.

Leal, Mario <FMCSA>

From:

ml c

Sent:

Thursday, May 17, 2007 8:34 PM

To:

Leal, Mario <FMCSA>

Subject: FW: Accent Movers Confirmation for move

From: <melissa@accentmovers.com>
Reply-To: <melissa@accentmovers.com>

To: ⊲

Subject: Accent Movers Confirmation for move Date: Thu, 31 Aug 2006 09:39:47 -0500

Customer Form Saved

<u>Create New Customer | Search Customers | Search Schedule</u> <u>Administrative Options | Long Distance Quick Calculators</u>

> Current Customer Search Records: 5000 Current Customer Booking Records: 3562



Accent Movers

Fort Worth: (817)834-5377 2616 Weaver St. Fort Worth, Tx. 76117 Dallas: (972)264-7767 Tx.DOT # 000537473B

TxDOT - (800)299-1700
Re: Residential Relocation
Customer Identification Number (CID):f3161

Dear Mickey Coogan,

This quote is guaranteed based on your information shown below. For your convenience, we have summarized the details of your move. To ensure that your move goes as smoothly as possible, please review the following and reply if changes are needed.

RELOCATION INFORMATION (if provided by customer):

Here is the information you have provided:

4/1/00

first: micke	Y	last: coogan
home	cell	cel



5/21/2007

OriginAddress: tab court	OriginCity: sacramento
OriginState: ca	OriginZip: 95825
FloorAtOrigin: ground	DestinationAddress: n. avenue d
DestinationCity: springtown	DestinationState: tx
DestinationZip: 76082	FloorAtDestination: ground
EmailAddress:	salesperson: jolie
HideABed: 1	Chair: 2
EntertainmentCtr: 1	TVLess25: 1
TV25to32: 1	CurioCabinet: 1
QueenBed: 1	ChestOfDrawers: 5
PatioTable: 1	PatioChairs: 4
BirdBath: 2	ShelfUnit: 2
ToolchestLarge: 1	BoxUnderFifty: 100
Other: 1-antq. stove , 2-patio rocking chairs, 1-concrete crain, 1-drill press, 1-saw, 1-parsons table w/2wicker stools 1691 miles \$1000.00 deposit	company: two

PRICING: JT

This proposal is for listed items and services only. Additional items and services may result in additional costs.

Based on the items listed, if paid by Master Card or VISA, the total quote is: \$5000.00

• If paid by cash, money order, or bank cashier's check, the additional discount is: 10%(move cost only)

IF PAID BY CASH, MONEY ORDER, or CASHIER'S CHECK, THE GUARANTEED LOWEST COST IS: \$4500.00

Your movers are scheduled to arrive between 8am - 10am on 9/8/2006.

This quote includes the following:

- EXCLUSIVE PICK UP & DELIVERY
- DISASSEMBLY & REASSEMBLY OF STANDARD FURNITURE
- LOADING & UNLOADING
- EXPERIENCED, PROFESSIONAL & COURTEOUS MOVERS
- WE ATTEMPT TO CONTACT YOU WHEN WE'RE IN ROUTE TO YOU
- ADDITIONAL ITEMS ARE THE SAME PRICE ON MOVE DAY AS WHEN YOU BOOK YOUR MOVE!
- SAME REASONABLE RATES 7 DAYS A WEEK

Accent Movers guarantees the quoted price is binding and will NOT CHANGE as long as the information furnished remains the same.

r No

REMARKS:

- If a guaranteed quote is not shown above, then a list of items was not provided. In order for **Accent Movers** to provide a guaranteed quote, an itemized list must be available.
- We do ask that payment be made upon arrival at the destination address.
- As required by Tx.DOT, a household goods carrier's liability for loss or damage to cargo is limited to .60 cents per pound per article
 unless the household goods carrier and shipper agree, in writing, to a higher limit of carrier liability. Such higher limit may be purchased
 at an additional cost and will be noted and signed for on the contract. This liability of cargo is quite often referenced by moving
 companies as "Bonded and Insured"
- · We do offer competitive pricing and will make every effort to meet or beat any licensed and registered mover's quote.
- We are registered with the Better Business Bureau.

We would like to take this opportunity to thank you for considering Accent Movers. We value your business and hope to hear from you soon.

Sincerely yours,



Jolie Tanigawa

Jolle Tanigawa , Relocation Consultant

Email Customer: mailformickey@hotmail.com

Estimated weight of shipment: 6123

Stair charge assesed: 1.01

From	:Address:	tab court	City: sacramento	State: ca	Zip: 95825
TO:	Address:	n. avenue d	City: springtown	State: tx	Zip: 76082
	_		Get Directions		

Tn	tra	sta	to
		31.0	

Interstate



Mileage:	
Weight:	

Percent:

6123 85 Get Price Mileage: Weight:

Percent:

6123 40

Get Price

FC Magazine's 2007 editors' choice for best Web mail—award-winning Windows Live Hotmail.

323

Leal, Mario <FMCSA>

From: ml c .com]

Sent: Thursday, May 17, 2007 8:28 PM

To: Leal, Mario <FMCSA>

Subject: FW: Updated Quote for Moving

From: <melissa@accentmovers.com> Reply-To: <melissa@accentmovers.com> To: "m/ c" Subject: Updated Quote for Moving Date: Thu, 31 Aug 2006 10:51:54 -0500

Customer Form Saved

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

> **Current Customer Search Records: 5000 Current Customer Booking Records: 3563**



Accent Movers

Fort Worth: (817)834-5377 2616 Weaver St. Fort Worth, Tx. 76117

Dallas: (972)264-7767 Tx.DOT # 000537473B

TxDOT - (800)299-1700 Re: Residential Relocation Customer Identification Number (CID):f3161

Dear Mickey Coogan,

This quote is guaranteed based on your information shown below. For your convenience, we have summarized the details of your move. To ensure that your move goes as smoothly as possible, please review the following and reply if changes are needed.

RELOCATION INFORMATION (if provided by customer): Here is the information you have provided:

	\0°		
Here is the information	on you have provided:		6/16/
first: mickey		last: coogan	
home:	ell	cell	
5/21/2007			6

OriginAddress: tab court	OriginCity: sacramento
OriginState: ca	OriginZip: 95825
FloorAtOrigin: ground	DestinationAddress: n. avenue d
DestinationCity: springtown	DestinationState: tx
DestinationZip: 76082	FloorAtDestination: ground
EmailAddress:	salesperson: jolie
HideABed: 1	Chair: 2
CoffeeTable: 1	EṇdTable: 2
EntertainmentCtr: 1	TVLess25: 1
TV25to32: 1. *	AreaRug: 2
GlassTop: 3	CurioCabinet: 1
QueenBed: 1	ChestOfDrawers: 5
PatioTable: 1	PatioChairs: 4
BirdBath: 2	ShelfUnit: 4
ToolchestLarge: 1	BoxUnderFifty: 175
Other: 1-antq. stove, 2-patio rocking chairs, 1-concrete crain, 1-drill press, 1-saw, 1-parsons table w/2wicker stools, 2-ch. lounge, 3-foldup chairs, 1-patio glider w/chairs & table, 4-antq. wooden wagon wheels, 1-wash tub 1691 miles \$1000.00 deposit	company: two

PRICING: JT

This proposal is for listed items and services only. Additional items and services may result in additional costs.

Based on the Items listed, if paid by Master Card or VISA, the total quote is: \$5555.00

• If paid by cash, money order, or bank cashier's check, the additional discount is: 10%(move cost only)

IF PAID BY CASH, MONEY ORDER, or CASHIER'S CHECK, THE GUARANTEED LOWEST COST IS: \$5000.00

Your movers are scheduled to arrive between 8am - 10am on 9/8/2006.

This quote includes the following:

- EXCLUSIVE PICK UP & DELIVERY
- DISASSEMBLY & REASSEMBLY OF STANDARD FURNITURE
- LOADING & UNLOADING
- EXPERIENCED, PROFESSIONAL & COURTEOUS MOVERS
- WEJATTEMPT TO CONTACT YOU WHEN WE'RE IN ROUTE TO YOU
- ADDITIONAL ITEMS ARE THE SAME PRICE ON MOVE DAY AS WHEN YOU BOOK YOUR MOVE!

SAME REASONABLE RATES 7 DAYS A WEEK

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Accent Movers guarantees the quoted price is binding and will NOT CHANGE as long as the information furnished remains the same.

REMARKS:

- If a guaranteed quote is not shown above, then a list of items was not provided. In order for Accent Movers to provide a guaranteed quote, an itemized list must be available.
- We do ask that payment be made upon arrival at the destination address.
- As required by Tx.DOT, a household goods carrier's liability for loss or damage to cargo is limited to .60 cents per pound per article unless the household goods carrier and shipper agree, in writing, to a higher limit of carrier liability. Such higher limit may be purchased at an additional cost and will be noted and signed for on the contract. This liability of cargo is quite often referenced by moving companies as "Bonded and Insured"
- We do offer competitive pricing and will make every effort to meet or beat any licensed and registered mover's quote.
- We are registered with the Better Business Bureau.

We would like to take this opportunity to thank you for considering Accent Movers. We value your business and hope to hear from you soon.

Sincerely yours,

Jolie Tanigawa

Relocation Consultant

Email Customer: mailformickey@hotmail.com

Estimated weight of shipment: 9054.5

Stair charge assesed: 1.01

From	:Address: tab count	City: sacramento	State: ca	Zip: 95825
TO:	Address: n. avenue d	City: springtown	State: tx	Zip: 76082
	*	Get Directions		

Intrastate

Interstate Mileage: Weight: 9054.5 9054.5

Percent: Percent: Get Price

More photos, more messages, more storage—get 2GB with Windows Live Hotmail.

Mileage:

Weight:

Leal, Mario <FMCSA>

From:

mi c [million management

Sent:

Thursday, May 17, 2007 8:24 PM

To:

Leal, Mario <FMCSA>

Subject: FW: Re: Accent Movers Confirmation for move



From: <melissa@accentmovers.com>

Reply-To: <melissa@accentmovers.com>

To: "m/ c" ◀

Subject: Re: Accent Movers Confirmation for move

Date: Thu, 31 Aug 2006 10:52:43 -0500

I just checked with Shane and your total will be \$5000.00. Let me know if you have any questions.

---- Original Message ----

From: ml c

To: melissa@accentmovers.com

Sent: Thursday, August 31, 2006 10:31 AM

Subject: Re: Accent Movers Confirmation for move

i forgot about my x-mas stuff, and some bins in the garage, make the boxes total 175 to be safe. What do we do if i guess over?



From: <melissa@accentmovers.com>

Reply-To: < melissa@accentmovers.com>

To: "m/ c" <

Subject: Re: Accent Movers Confirmation for move

Date: Thu, 31 Aug 2006 10:07:15 -0500

Mickey,

Let me know what we need to add to the list and I'll let you know the cost. It shouldn't be that much because your main cost is the mileage and you've already been charged on that.



From: ml c

To: melissa@accentmovers.com

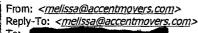
Sent: Thursday, August 31, 2006 10:03 AM

Subject: RE: Accent Movers Confirmation for move

Hi Jolie,

There are many items not listed both that I mentioned to you in conversation and that I didn't recall when we talked. I know there will be room for them but my concern is not knowing the cost. How much more will overages cost me?

Thank You, Mickey



Subject: Accent Movers Confirmation for move Date: Thu, 31 Aug 2006 09:39:47 -0500





Customer Form Saved

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

> Current Customer Search Records: 5000 Current Customer Booking Records: 3562



Accent Movers

Fort Worth: (817)834-5377 2616 Weaver St. Fort Worth, Tx. 76117 Dallas: (972)264-7: Tx.DOT # 000537473B

TXDOT - (800)299-1700
Re: Residential Relocation
Customer Identification Number (CID):f3161

Dear Mickey Coogan,

This quote is guaranteed based on your information shown below. For your convenience, we have summarized the details of your move.

To ensure that your move goes as smoothly as possible, please review the following and reply if changes are needed.

RELOCATION INFORMATION (if provided by customer):

Here is the information you have provided:

first: mickey	last: coogan
home:	cell: (ALG. DOTHIDSOT)
OriginAddress tab court	OriginCity: sacramento
OriginState: ca	OriginZip: 95825
FloorAtOrigin: ground	DestinationAddress: n. avenue d
DestinationCity: springtown	DestinationState: tx
DestinationZip: 76082	FloorAtDestination: ground
EmailAddress:	salesperson: jolie
HideABed: 1	Chair: 2
EntertainmentCtr: 1	TVLess25: 1
TV25to32: 1	CurìoCabinet: 1
QueenBed: 1 *	ChestOfDrawers: 5
PatioTable: 1	PatioChairs: 4
BirdBath: 2	ShelfUnit: 2

ToolchestLarge: 1 BoxUnderFifty: 100

Other: 1-antq. stove, 2-patio rocking chairs, 1-concrete crain, 1-drill press, 1-saw, 1-parsons table w/2wicker stools 1691 miles \$1000.00 deposit

company: two

PRICING: JT

This proposal is for listed items and services only. Additional items and services may result in additional costs.

Elased on the Items listed, if paid by Master Card or VISA, the total quote is: \$5000.00

If paid by cash, money order, or bank cashier's check, the additional discount is: 10%(move cost only)

IF PAID BY CASH, MONEY ORDER, or CASHIER'S CHECK, THE GUARANTEED LOWEST COST IS: \$4500.00

Your movers are scheduled to arrive between 8am - 10am on 9/8/2006.

This quote includes the following:

- EXCLUSIVE PICK UP & DELIVERY
- DISASSEMBLY & REASSEMBLY OF STANDARD FURNITURE
- LOADING & UNLOADING
- EXPERIENCED, PROFESSIONAL & COURTEOUS MOVERS
- WE ATTEMPT TO CONTACT YOU WHEN WE'RE IN ROUTE TO YOU
- ADDITIONAL ITEMS ARE THE SAME PRICE ON MOVE DAY AS WHEN YOU BOOK YOUR MOVE!
- SAME REASONABLE RATES 7 DAYS A WEEK

Accent Movers guarantees the quoted price is binding and will NOT CHANGE as long as the information furnished remains the same.

REMARKS:

- If a guaranteed quote is not shown above, then a list of items was not provided. In order for Accent Movers to provide a
 guaranteed quote, an itemized list must be available.
- We do ask that payment be made upon arrival at the destination address.
- As required by Tx.DOT, a household goods carrier's liability for loss or damage to cargo is limited to .60 cents per pound per
 article unless the household goods carrier and shipper agree, in writing, to a higher limit of carrier liability. Such higher limit may
 be purchased at an additional cost and will be noted and signed for on the contract. This liability of cargo is quite often
 referenced by moving companies as "Bonded and Insured"
- · We do offer competitive pricing and will make every effort to meet or beat any licensed and registered mover's quote.
- We are registered with the Better Business Bureau.

We would like to take this opportunity to thank you for considering **Accent Movers**. We value your business and hope to hear from you soon.

Sincerely yours,

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	בד ם	nia	21112
2011	Cia	"""	awa

Jolie Tanigawa , Relocation Consultant

Email Customer: mailformickey@hotmail.com

Estimated weight of shipment: 6123

Stair charge assesed: 1.01

From	n:Address:	tab court	City: sacramento		
TO:	Address:	n. avenue d	City: springtown	State: 🔯	Zip: 76082
	,—		Get Directions		

Int	ras	ta	te
	- 45	L	

Interstate

Mileage:	tone, and the	Mileage:	marcia a sautoropanianes
Weight:	6123	Weight:	6123
Percent:	85	Percent:	40
	Get Price		Get Price

theck the weather nationwide with MSN Search: Try it now!

Windows Live Spaces is here! It's easy to create your own personal Web site.

ike the way Microsoft Office Outlook works? You'll love Windows Live Hotmail.

HOUSEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES

SECTION 1 - GENERAL PROVISIONS
 (A) For the purposes of this subsection, the following terms will mean:

(i) Household good carrier-the mater carrier/mover contracted to transport a shipment of household goods.

(ii) Shipper-the sweet of the household goods shipment or his representative.

(B) Changes to the rewring service contract are not wall valous appeal to in writing by the household goods extrict and the simpler.

(C) Household goods carriers will transport shipments with reasonable dispatch. Resumable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when Cocumstances beyond the carrier's control, force national, powers or delay transportation.

(D) Maning services contracts must comply with all other applicable laws of the State of Texas.

SECTION 2 - CARGO LIABILITY PROVISIONS

(A) The beneathold quade carries in Emilia for any lass or demands to the shipment, except as letted in subparagraphs (B), and (C).

(B) The beauschaid godds Carina is not responsible for loss, dumage, or delay due to acts of Bod, acts of civil actionics, defects in the ciripment, a rint, a strike, ar an out or defect of the shipper.

(ii) The investigably goods carrier is not hable for less or descripe caused by designature or explosive goods unless the shipper positive the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of three noods.

SECTION 3 - CLAIM PROVISIONS

(A) A written claim must be filed by the shipper written 90 days of delivery of the shipper written 90 days of delivery of the shipper written 10 days after a reasonable time for delivery has eleased.

(8) A household ground carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the lical destination. A household ground carrier is not liable for any claim that is not filed within 90 days after a rea consists time for delivery has placed for shipments that were not delivered.

SECTION 4 - PAYMENT PROVISIONS. The shipper must pay the freight charges upon delivery series the shipper and becsenoid goods carrier agree otherwise.

SECTION 6 - PROVINCES FOR SHIPMENTS BUT DELIVERED.

(a) A household goods canter may place a stronger of household goods into stronge if the sippor is an initialize for deposited in the glood as attended in the sippor is an initialize for deposited for the place of the foreshold goods.

(b) The cost of much proposed in the sipport is the foreshold goods in stronge, the place is a stronger of the foreshold goods to the shoper of each address shown on the number services contract within three days of placing the goods in strange.

[E] If the addition receivings the access of description designed the household general column manages and according to the household general continuous many begin the process of sealing the general access at public sale, as prescribed in Transportation Coto, Chariter B.

man about greater to.

A bousshold goods sames count give written motion of the public sale to the shipper at each advers storm and the special stories stories.

(6) The recovery survivine contract does not probably the sale of the goods water any other leachs manner is the meriod set out in the contract canoni be reasonable accomplished.

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.

2. It is company policy that any article that secont be moved safely by two people will be excluded from the list.

3. All becas to be moved will be taped and scaled top and bottom.

4. Customer must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.

5. Washing mechine and refrigerator water connections are the final responsibility of the customer.

B. If flooring protection is adealed, it will be the responsibility of the costoner to provide such protective covering.

7. It is understood that the mechanical conditions of electronics and based contents are unknown.

Type of Proposal:

Type of Proposal: Bissing [] Not to Exceed []
CARRIERS LIARILITY: A householdgood certier's liability for loss or demage to any stigment is 60¢ per gound per criticle unless the carrier shipper agree, in writing, to a greater level of liability. This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charge not eccounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendrous.

I have read, understand, and agree to the taries of the above.	ustumer Signature X	Driver Signature X
Customer Name Current Phone Colombia Page: Bus. Phone I agree to the construct and puddlines above. Transportation charges and this prior to unloading. Customer Springer	Called 800 Number Called Office Total Payment may be reage in the form off Cath B Cath Cath Cath Cath Cath Cath Cath Cath	Move Price 5.0.0.0 / 000 d.000 m. Time Date Start Time. Stop Time I agree to succept this proposal with an hously rate quote and do not require an estimated number of hours to complete this proposal. Customer Signature X
GEN LIVING ROOM SCIENSION SOFA 2 CONSTITUTED CHR., ARM OF RECURSES BIG SCREEN T.V. INCH ENTERTAINMENT CENTER PORTABLE T.V. T.V. STAND STEREO / V.C.R. / COMP. COMPONENTS BOOKCASE OR WALL UNIT FOOT STOOL OR OTTOMAN LAMPS / PICTURES AREA RUG OFFICE DESK: OFFICE, SEC., EXE., ROLL TOP DESK: WRITING, RETURN GESK CHAIR FILE CAB.: 2-DRAWER FILE CAB.: 2-DRAWER FILE CAB.: 4-DRAWER FILE CAB.: 4-DWR., LAT. TABLE: FOLDING TABLE: CONF: FT.	BED ROOM BED: WATER, DAY, BUNK, BRIDGE WE DISASSEMBLE: YES NO BED: KING SIZE BED: SINGLE, DOUBLE, QUEEN SIZE NIGHT STAND MIRROR DRESSER, CHEST OF DRAWERS ARMOIRE VANITY DRESSER FOOT LOCKER, CEDAR CHEST, TRUNK CLOTHER (MEASURED IN LINEAR FLET) NURSERY ITEMS: CFUB, CHANGING TAB. WE DISASSEMBLE YES NO DINING TABLE BAR STOOL OR DINING CHAIR CURIO CARMET / BACEN'S RACK / ETAGERE WIGHT / DRYEN MICROWAYE DVEN / STAND MISCELLANEOUS BAR-B-OUE GRILL	BOXES, ONE PERSON CARRY BOXES, TWO PERSONS CARRY SEWING MACHINE IRONING BOARD / VACUUM CLEANER PLANTS / PLANT STAND AQUARIUM GAL. PIANO, ORGAN GARDEN EQUIPMENT / TOOLS L'AWN MOWER, FERTIUZER SPREADER PATIO TABLE PATIO CHAIRS WORK BENCH EXERCISE EQUIPMENT TREADMILL, STEPPER, SIKE WEIGHT BENCH LBS. TOOL CHEST SHELP UNIT (METAL, ETC.) ATTY FOLL CONTOLLY

(B) The cost of such Statemain the responsibilities the shiner of the ho	into storage if the shipper is not available for defigure of the goods as scheduled.	The transfer of the second
(i) A shipment of household goods placed is still go is subject to hans h	में माराजातुक, विश्वतृत्ता, मार्क वर्षोस्य विभवति वेत्रमास्य विश्वति ।	
[E] If the shipper refuses to accept or does not claim the household good	f the lapusebold goods to the adiquer at each address shown to the moving servic. S within 15 days of the written notice of storage, the becauthold goods matter ma	as combact within three days of placing the goods in storage. W hegin the process of selling the goods at public sale, as proscribed in Transporta-
100 Code. Chipter 6. (F). A household goods carrier transt give verifier nutice of the public sale:	' '41	
(ii) The increase powers contract does not prohibit the sale of the goods	pagas and gypes pango gragues is the mather; sat het in the compact, souch pile (si no fee ambles at each seascas automo do last mondal analese compact.	astruable accomplished.
•		Γ.
	o that the move is to be performed at the direction and supervision of t wticfe that cannot be moved safely by two people will be excluded from	
3. All bases to be moved will be	work was cannot un nomm samp by two people worne excusies must asset and societ trin and brittini	i die art.
4. Customer mest remove all valu	iables from forniture and boxes and also any loose pieces from furniture	e that could be lost.
5. Washing machine and refrigera	tor water connections are the final responsibility of the customer.	4.
	, it will be the responsibility of the customer to provide such protective	covering.
	erical conditions of electronics and boxed contents are unknown.	,
	is or demage to any shipment is 60¢ per pound per article unless the ca	rains shipmen asses to multipa to a manage found of tighting
This proposal is for the listed frame and services poly. Additional	itarus and sarvicas may rasult in additional cost. Additional services ma	orial support agrees, or wintings to b greater paret or nothings. In result in charge put accounted for on a monostal.
	ervices and is subject to the terms and conditions on the front and back	
•		المستسليل المستحد
I have rend, understand, and agree to the terms of the above	Customer Signature	Driver Signature A
	☐ Called 800 Number ☐ Called	
Customer Name	Called 500 Number D Called	Move Price 5000 (000 ditto)
Current Phone	Total	Time Date
Cell Pager	Payment may be made in the form of:	
Bus, Phone	Cash O Water Ord O Creat Land O	Start Time Stop Time
) sures to the contract and quidelines above. Transports	-	I agree to accept this proposal with an hously rate quote and do not require an estimated number of hours to
tion charges are due prior to unloading.	Exp. DateAuth. #	complete this proposal.
	DL #	W Start Francisco
Customer Signature X	-	Customer Signature
aty. Living room	SED ROOM	BOXES, ONE PERSON CARRY
3-CUSHION SOFA	BED: WATER, DAY, BUNK, BRIDGE WE DISASSEMBLE:YESNO	BOXES, TWO PERSONS CARRY SEWING MACHINE
2-CUSHION SOFA	RED: KING RIZE	IRONING BOARD / VACUUM CLEANER
HIDE-A-BED FUTON	BED: BINGLE, DOUBLE, QUEEN SIZE	PLANTS / PLANT STAND
TABLE: COFFEE, SOFA, END	MIGHT STAND	AQUARIUMGAL.
OVERSTUFFED CHR., ARM OR RECUNER	RORAIM	PIANO, ORGAN
BIG SCREEN T.V. INCH	DRESSER, CHEST OF DRAWERS	GARDEN EQUIPMENT / TOOLS
ENTERTAINMENT CENTER	ARMOIRE	LAWN MOWER, FERTILIZER SPREADER
PORTABLE T.V. T.V. STAND	VANITY DRESSER FOOT LOCKER, CEDAR CHEST, TRUNK	PATIO CHAIRS
STEREO / V.C.R. / COMP. COMPONENTS	CLOTHES (MEASURED IN LINEAR FEET)	WORK BENCH
BOOKCASE OR WALL UNIT FOOT STOOL OR OTTOMAN	NURSERY ITEMS: CRIB, CHANGING TAB.	EXERCISE EQUIPMENT
LAMPS / PICTURES	we disassemble:yesno	THEADMILL, STEPPER, SIKE
AREA RUG	DINING ROOM	WEIGHT BENCHLBS.
OFFICE	CHNA CABINET	TOOL CHEST SHELF UNIT (METAL, ETC.)
DESK: OFFICE. SEC., EXE., ROLL TOP	DINING TABLE	Ottors duties full to the
DESK: WATTING, RETURN DESK CHAIR	BAR STOOL OR DINING CHAIR	
FILE CAB.: 2-DRAWER	CURIO CARNET / BAKER'S RACK / ETAGERE	1171 as Canadalle
FILE CAB.: 4-DRAWER	KITCHEN	The state of the s
FILE CAB.: 2-DWR LAT.	REFRIGERATOR OR FREEZËR WASHER / DRYER	
FILE CAB.: 4-DWR LAT.	MICROWAVE OVEN / STAND	
TABLE: FOLDING FT.	MISCELLANEOUS	
TABLE: CONF, FT. STORAGE CAB., 2-DOOR	BAR-B-QUE GRILL	
CREDENZA	BICYCLE	
The second secon		
Any damages occurring on this move shou	ld be noted on this contract.	
Class Pul	- Chono ('C.	Links I Comme
SUB TOTAL TELLO METIPSIMISC.	TOTAL Custamer Signature	111 will
This is the maximum support will be required to pay for the listed say	vices 3 Driver Signature A	The same of the sa
CURRENT ADDRESS	ZND STOP	NEW ADDRESS
CONNER (ADMINESS	<u> </u>	1 1 1 1
SUPPLEMENT PROCOUNT	Street	Street A 1/C
- Andrew		- 14 /V
Apt. Name	Apt. Apt. Name	Apt. / Apt. Name
	•	-71 207

P.Q. BOX 1098 NORTHRIDGE, CA 91328-1098

> This Statement Covers From: 09/08/06 Through: 10/05/06

> > Need assistance?
> > To reach us anytime,
> > call 1-800-788-7000
> > or visit us at wamu.com

MICHELE L COOGAN

AN AVENUE D

SPRINGTOWN TX 76082-2213

Umidializationabhddinabhalladhail

-------Debit MasterCard austomers: You have been upgraded to a Gold Debit MasterCard! The Guide to Benefits is online at warmu.com/debit, or call 1-800-MC-ASSIST for a copy. We will issue you a Gold Debit MasterCard when your current card expires.

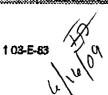
Your Free Checking Detail Information

MICHELE L COOGAN Account Number: Washington Mutual Bank, FA

Get a quote for Safeco auto Insurance today. With just a few minutes of your time, we'll give you an instant auto quote that's customized just for you. If you like the quote, we can start your coverage today. Go to www.WaMuins.com or call 1-800-685-9551.

	Your Account at a Glance	
Beginning Balarice	. Linianickia	
Checks Paid	-\$75.00	
Other Withdrawals	-\$10,746.54	
Deposits	\$0.00	
Ending Balance	AND THE PARTY OF T	

Date	Description	Withdrawais (-)	/ Deposits (+)
09/12	Customer Withdrawai	\$5,000.00	£ \$4000
		1421	
09/13	MC-SEARS DEALER 3747 WEATHERFORD TX	\$1,730.33	240
17.41	CPCEROSS SILVERS TORIC WITH CONTROL TWO	557.82	
	20EATERFORDER		1 4 5 5 6 6 6
09/18	POS TXU ENERGY TXU ENERGY/BILLMATRIX DALLAS TX	\$400.00	Chack
	ACEALISTANE TEXTIFICAÇÃO DE PERCENTIDADO DE RECENTRADO DE	361183	
09/19	POS VERIZON WRLS 3510 NW CENTER DRIVE SPORT	\$86,59	
'	WORTHTX		
04/19		\$114.05	
09/19	POS COSTÇO WHSE 5300 OVERTON RIDGE FORT	\$63.32	
4-44	WORTH TX		
	POS VALMORI NO VIDEO CORCATORILE Y	\$5172	
09/25	POS 99 CENTS ONL STORE 2823 FORT WORTH TX	\$8.17	
00/25	ATMINETES SZÁMOZSKÁSSI CAMP COMME DESTRET	\$25.00	
State of the last			





Deposits are FDIC Insured



P.O. BOX 1098 NORTHRIDGE, CA 91328-1098

> This Statement Covers From: 08/05/06 Through: 09/07/06

Need assistance? To reach us anytime, call 1-800-788-7000 or visit us at wassu.com

MICHELE L COOGAN N AVENUE D SPRINGTOWN TX 76082-2213 المارا والمتطاوط والمراوط والمارا والمارا والمارا والمارا والمارا والمارا

Just, call us <u>Walku. We are excited to</u> announce that we are now referring to ourselves as Walku. Soon you will begin seeing our new logo on our website, in branches and mail from us.

Your Free Checking Detail Information

MICHELE L COOGAN

Account Number:

Washington Mutual Bank, FA

Reduce your stress when the unexpected happens. First Protector pays your monthly mortgage payment when a disaster occurs, such as a flood, fire, tornado, or humicane. For information about how to protect your home call (800) 349-9756 or go to www.disastercoverage.com, OFFER #DDA275055U8

	Your Account at a Giance	
Beginning Balance	SHELL MANUFACTURE	
Checks Paid	-\$525.00	
Other Withdrawals	-\$103,717.17	
Deposits	\$0.00	
Ending Balance	- Christian Con-	

Date	Description	Withdrawela (-)	Deposits (+)
08/14	ATM-CHG T0010031 501 HWY 199 E& HILL	\$101.50	,
	TSPRINGTOWN TX		
08/14	POS REDEGO HAVE 1881E SERBAGICAMO TX	\$19.75	
OB/14	MC-SHELL OIL 57540973005 SPRINGTOWN TX	\$20.00	
(18734	NC SHELCUL STS40973885 SPRINGTOWN IX	\$29701 \$201.50	
08/15	ATM-CHG TD010031 501 HWY 199 E & HILL	\$201.50	
	TSPRINGTOWN TX		***************************************
QB/33	MCMARKESHEALHSTOR AZLETA	562.92	
08/21	POS HEB GROCERY 3801 42ND STREET ODESSA TX	\$65.89	
COLOR	ACHAIS MALLIA	479.65	
08/24	Customer Withdrawel	\$100,007.55	. accent
08/24	Curtomer Withdrawal	\$1,000,00	
08/28	POS USPS 0566819 2801 ARDEN WAY US SACRAMENTO	\$4.05	acposit
	CA		-
C8/28	CTACHED PAYMENT CHECK PYMT THAT	11018.24	100 100 100 100 100 100 100 100 100 100

STATES DEPARTMENT OF TRANSPOR



US DOT#

Legal: ACCENT MOVERS INC

Operating (DBA):

MC/MX #: 325452

Scope:

Federal Tax ID: 75-2317010 (EIN)

Review Type: Non-ratable Review - Commercial - Receipt

Cargo Tank:

Principal Office

Location of Review/Audit: Company facility in the U.S.

Territory:

Operation Types Interstate Intrastate

Carrier: Shipper: Non-HM

N/A

N/A

N/A

Business: Corporation N/A

Gross Revenue: \$750,000.00

for year ending: 12/31/2006

Company Physical Address:

2616 Weaver Street Haltom City, TX 76117

Contact Name:

E-Mail Address:

Phone numbers: (1) 817-834-5377

(2)

Fax

Company Mailing Address:

2616 Weaver Street Haltom City, TX 76117

Report Summary

Report

Part A - General

Part B - Violations

Part B - Recommendations

Review/Audit Receipt Page

Total Pages

of Pages

2 2

6

Disclaimer: By signing below, I acknowledge that I have received a copy of this review/audit and agree with the total number of pages indicated (above) for each document. My signature does not imply agreement with the findings of the review/audit, however they have been discussed in detail with me.

Questions about this report or the Federal Motor Carrier Safety or Hazardous Materials regulations may be addressed to the Federal Motor Carrier Safety Administration at:

Walker Plaza, 5810 San Bernardo Ave., Suite 290

Laredo, TX 78041

Phone: (956)712-1385

Fax:(956)723-1479

This report will be used to assess your safety compliance.

Person(s) Interviewed

Name: Shane Gibson

Title: President

Title:

Reported By:

Name:

Title:

Code: US0739 Date: 5/17/2007

Received By:

-1 Title:

residen

Page 1 of 1

UNITED STATES DEPARTMENT OF TRANSPORTATION

US DOT# Legal: ACCENT MOVERS INC 703784 Operating (DBA): C/MX #: 325452 Federal Tax ID: 75-2317010 (EIN) Review Type: Non-ratable Review - Commercial Scope: Principal Office Location of Review/Audit: Company facility in the U.S. Territory: Operation Types Interstate Intrastate Carrier: Non-HM N/A **Business:** Corporation Shipper: N/A Gross Revenue: \$750,000.00 for year ending: 12/31/2006 N/A Cargo Tank: N/A Company Physical Address: 2616 Weaver Street Haltom City, TX 76117 **Contact Name:** Shane Gibson, President Phone numbers: (1) 817-834-5377 (2) Fax E-Mail Address: Company Mailing Address: 2616 Weaver Street Haltom City, TX 76117 Carrier Classification Authorized for Hire Other: Household Cargo Classification Household Goods Poes carrier transport placardable quantities of HM? No Is an HM Permit required? N/A **Driver Information** Inter Intra Average trip leased drivers/month: 0 < 100 Miles: Total Drivers: 1 0 0 >= 100 Miles: CDL Drivers: 1 Equipment Owned Term Leased Trip Leased Owned Term Leased Trip Leased Truck Trailer Power units used in the U.S.:1



Percentage of time used in the U.S.: 100



U.S. DOT#: 703784

Review Date: 05/17/2007

Part A

Questions about this report or the Federal Motor Carrier Safety or Hazardous Materials regulations may be addressed to the Federal Motor Carrier Safety Administration at:

Walker Plaza, 5810 San Bernardo Ave., Suite 290 Laredo, TX 78041 Phone: (956)712-1385 Fax:(956)723-1479

This report will be used to assess your safety compliance.

Person(s) Interviewed

Name:

Name: Shane Gibson

Title: President

Title:

Page 2 of 2

7 .



U.S. DOT #: 703784

Review Date: 05/17/2007

Part B Violations

1 FEDERAL	Primary: 375.209(a)	Discovered	Checked 1	Drivers/V In Violation	ehicles Checked
Description Failing to have	a complaint & inquiry-handling program.				

Example

Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods

Origin & destination: California to Texas

2	Primary: 375.211(a)			Drivers/V	ehicles
FEDERAL		Discovered	Checked	In Violation	Checked
		1	1		

Description

Failing to participate in an arbitration program.

Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods

Origin & destination: California to Texas

3	Primary: 375.501(a)			Drivers/Vehi	cles
FEDERAL		Discovered	Checked	In Violation C	hecked
		1	1		

Description

Failing to prepare a written order for service for each move performed

Example

Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods

Origin & destination: California to Texas

4	Primary: 375.503(a)			Drivers/V	ehicles
FEDERAL		Discovered	Checked	In Violation	Checked
		1	1		

Description

Failing to prepare a written inventory for each shipment of household goods transported.

Example

Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods

Origin & destination: California to Texas







U.S. DOT #: 703784

Review Date: 05/17/2007

Part B Violations

5	Primary: 375.505(a)			Drivers/Vehicles
FEDERAL		Discovered	Checked	In Violation Checked
		1 1	1	

Description

Failing to prepare a bill of lading for each move performed.

Example

Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods

Origin & destination: California to Texas

6	Primary: 387.7(a)			Drivers/Vehicles
FEDERAL	· · · · · · · · · · · · · · · · · · ·	Discovered	Checked	In Violation Checked
		1	1	

Description

Operating a motor vehicle without having in effect the required minimum levels of financial responsibility coverage.

Example

Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods

Origin & destination: California to Texas

7	Primary: 392.9a(a)			Drivers/V	ehicles
FEDERAL	Secondary: 14901(d)(3)	Discovered	Checked	In Violation	Checked
		1	1 1	}	

Description

Failure to register or maintain registration as a household goods broker or motor carrier.

Example

Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods

Origin & destination: California to Texas

The company failed to maitain required registration as household goods motor carrier.

Safety Fitness Rating Information:

Total Miles Operated Recordable Accidents 50,000 0

OOS Vehicle (CR): 0

Number of Vehicle Inspected (CR): 0

OOS Vehicle (MCMIS): 0

Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is:

This Review is not Rated.



U.S. DOT #: 703784

Review Date 05/17/2007

Part B Requirements and/or Recommendations

All motor carriers and truck drivers are needed to fight against terrorism and hijacking. You could be a target. Protect yourself, your trucks, your cargo, and your facilities.

Discuss with your employees/drivers the "Security Measures for Truck Drivers and Companies" which were provided and reviewed with motor carrier official.

- You may contact the Federal Motor Carrier Safety Administration / Texas Division office at 512-536-5980.
- You must establish and maintain a procedure for responding to complaints and inquiries from your individual shippers as required in § 375.209.
- 4. Participate in an arbitration program as required for the handling of loss and damage claims.
- Become familiar with the Federal Regulations governing the transportation of household goods in interstate commerce listed under Title 49 C.F.R. 375. Especially the revised regulations.
- 6. For questions about DOT numbers or biennial updates: 800-832-5660 or 703-280-4001 For questions about licensing, authority or MC numbers: 202-366-9805 For questions about insurance: 202-385-2423

For household goods complaints: 888-DOT-SAFT (888-368-7238)

- "Notice: recurring violations of the same or related acute or critical regulations (violations of the same Part in Title 49. Code of Federal Regulations) that result in thre enforcement actions within a six year period will cause the maximum penalties allowed by law to be assessed for the third enforcement action."
- 8. Cease all interstate or foreign transportation until properly registered with the Federal Motor Carrier Safety Administration.
- 9. Cease all for-hire interstate transportation of regulated commodities until evidence of public liability is filed with the Federal Motor Carrier Safety Administration.
- 10. PLEASE NOTE: The violations discovered during this compliance review may affect the civil penalty proposed in any subsequent Notice of Claim. In addition, your history of prior violations of the Federal Motor Carrier Safety Regulations, Federal Hazardous Materials Regulations or the Federal Motor Carrier Commercial Regulations may also affect the civil penalty proposed in any subsequent Notice of Claim. Your signature for receipt of this report acknowledges your understanding that the violations discovered by the FMCSA during this review may be used to calculate any civil penalty proposed as a result of this review. Your signature is not an admission of the violations identified to you by the investigator.

Attached to this report is Table I, which identifies all the documented violations which were discovered during the course of this review.

11. If you have any questions concerning this report, please contact the Federal Motor Carrier Safety Administration, Laredo Field Office at 956-712-1385.





U.S. DOT #: 703784

Review Date: 05/17/2007

Part C

Reason for Review: Other

Planned Action:

Prosecution

Safestat Category: N

HHG Complaint

TX-2007-1354-US0739

Parts Reviewed Certification:

387

325 382 383

390

391

392 393 395

396

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398

399

171

172

173

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178

180

Prior Reviews

Prior Prosecutions

Reason not Rated: C

7/18/2005 9/10/2002 2/18/1998

Unsat/Unfit Information

Does passenger vehicle transport more than 15 passengers, including driver?

Does carrier transport placardable quantities of hazardous materials?

Unsat/Unfit rule: Not Applicable

Corporate Contact: Shane Gibson

Special Study Information:

Corporate Contact Title: President

Remarks:

Accent Movers Inc. is a for hire intrastate household goods motor carrier. The company is owned and controlled by Mr. Shane Gibson. Mr. Gibson was present for the review and provided all documents collected during the compliance review.

As of the date of the compliance review, Federal Motor Carrier Safety Administration-Licensing and Insurance website, indicated the carrier operating authority (MC#325452) status as inactive. The operating authority number was revoked in June 16, 1998.

As per Mr. Gibson, the company owns trailers and operates with owner operators under lease agreements. Accent Movers Inc. provides the customer and trailer, while the owner operator is responsible for making the move.

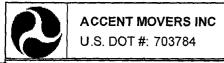
The carrier operates with pick up trucks (Ford F-350) that have a gross vehicle weight rating less than 26,001 lbs. These vehicles are used in combination with trailers owned by the carrier.

The compliance review was conducted as a result of a household goods complaint. Special instructions on the complaint indicated the carrier transported household goods on September 11, 2006 from Sacramento, California to Springtown, Texas. As per the complainant, the carrier failed to deliver all of the complainant's belongings and failed to provide a contract or bill of lading. The complaint form also indicated Mark Moreno as the driver for the trip.

Complainant information: Michelle Coogan 613 North Avenue D Springtown, Texas 76082 Phone: 817-523-0282 Cell: 817-602-0541

As per MCMIS profile, the carrier was the subject of a non-ratable compliance review (commercial) on July 18, 2005. FMCSA's Enforcement Management System (EMIS) indicated no enforcement history for any previous reviews.

On Monday May 7, 2007 Mr. Shane Gibson, President of the company was contacted and informed that a compliance review was going to be conducted on the company. At this time, the compliance review was scheduled for Thursday May



Review Date: 05/17/2007

Part C

17, 2007 and several pages were faxed to Mr. Gibson indicating documents needed for the review.

During the opening interview, it was explained to Mr. Gibson that a complaint had been filed against his company from a move that initiated in California and ended in Texas. Mr. Gibson stated that his company only operates intrastate but if there was a complaint against his company he was willing to pay the fine.

It was also explained to Mr. Gibson that the complainant had exchanged e-mails with an employee of his company and that the complainant had copies of a proposal/quote provided by his company and had also kept copies of the money order made out to Accent Movers Inc.

Mr. Gibson gave the investigator access to his file cabinet where he kept contracts for 2006 and part of 2007. No evidence of interstate activity was found. Once again, Mr. Gibson stated that it would be much easier if we (FMCSA) just gave him a ticket.

Mr. Gibson did not maintain a driver qualification file for driver Mark Moreno but provided a statement in which he confirms that Mr. Moreno was an employee of the company from January 2005 to January 2007.

The complainant was contacted and asked to provide any document provided by the company. Ms. Coogan agreed to provide documents and/or e-mails from Accent Movers. The investigator made arrangements with Ms. Coogan to collect the documents at her residence in Springtown, Texas. Once in Springtown, Ms. Coogan informed the investigator that she had an emergency and was not going to be available.

Instructions were given to Ms. Coogan to either fax or e-mail any documents she had from Accent Movers. Ms. Coogan forwarded all e-mails she had with Accent Movers. The e-mails confirmed that Accent Movers was the carrier for the interstate trip from California to Texas.

Part 383 - Since the carrier failed to provide any driver information and the complainant did not include any driver license number on her complaint; no CDLIS checks were conducted during this review.

All violations discovered were explained to Mr. Gibson and documents were provided in order to help the carrier comply with safety and economic regulations.

The carrier failed to provide documents for the trip but agreed to sign the compliance review receipt page, written statement and Table 1 form.

Enforcement is going to be recommended against the carrier for failing to register as a household goods motor carrier.

The carrier demonstrated little knowledge of the Federal Motor Carrier Safety and Economic Regulations. Mr. Gibson stated that the company has no plans to engage in interstate commerce.

Upload Authorized:

Yes

No Date:

Authorized by:

Yes

No

Failure Code:

Uploaded: Verified by:

Date:



Capri 6.5.1.3

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

Location: Accent Movers office, Haltom City, Texas

Date: May 17, 2007

Carrier Name:

Accent Movers Inc

2616 Weaver Street

USDOT #: 703784

Haltom City, Texas 78045 Telephone: 817-834-5377

Interviewer Name: Mario Leal, FMCSA-Safety Investigator

Statement of: Shane Gibson, President

L Shane Gibson, President for Accent Movers Inc. make the following voluntary statement to Mario Leal who has identified himself to me as a Safety Investigator of the United States Department of Transportation. No threats or promises have been made to me.

The carrier operates mainly as an intrastate household goods motor carrier. The company's motor carrier authority (MC# 703784) is inactive as of the date of the compliance review.

I understand that our company has been found to be in violation of various applicable Federal Motor Carrier Safety and Commercial regulations. I also understand that I Shane Gibson, President for Accent Movers Inc should have known of and ensured our company's compliance with all applicable regulations. It has been explained to me that enforcement action may result in the following discovered violation.

As of the date of the compliance review the Carrier engaged in one interstate movement of household goods without having the required authority for the type of commodity transported.

Number	Violation	Identifying Information	Date of Violation
L		Driver / Equipment / Commodity	
1	49 CFR	Driver: Mark Moreno	09/11/2006
}	§392.9a(a)/14901(d)(3)	Pick up date: 09/11/2006	4
	3032,34(4),11301(4)(3)	Delivery date: 09/15/2006	1
	1	Shipper: Michelle Coogan	1
}		Commodity: Household goods	J ,
[<u> </u>	Origin & destination: California to Texas	

I reviewed the above statement consisting of one (1) page. I declare under penalty of perjury that the foregoing is true and correct.

Statement by:

Shane Gibson, President

Witness by:

Mario Leal, Safety Investigator

Date:

Table 1 Violations Discovered During the Review

Number	Violation	Identifying Information Driver / Equipment / Commodity	Date of Violation
1	49 CFR §392.9a(a)/14901(d)(3)	Driver: Mark Moreno Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas	09/11/2006

Statement by: Shane Gibson, President	Date:
Witness by: Mario Leal, Safety Investigator	5 17 2 W7

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Mark moreno Enllegment \$1-7-08
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Black ford \$\int 380 \quad 1-10-07

Accour movers tre

5-17-07

Stane GISSON

6/16/09



Booked Search Results

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$3778.5.00 (Including \$130.00 for each hourly customer)

EXHIBIT

Not offered

Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Moath	Day	Year	Total	Rop	Print Contract
g140	8am	tachell	817- 498- 0103	917-	richland	mike r	keller	9	1	2006	\$187	melissa	ABLE g140
g507	10am		972- 401- 9658	695-			coppell	9	1	2006	\$ 454	melissa	ABLE g507

Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Mouth	Day	Year	Total	Rep	Print Contract
g144	8am		214- 384- 7415	719-	arlington	matt	grand prairie*only a few items upstairs	9	1	2006	\$238	melissa	ABLE g144

Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g516	8am	watkins	817- 987- 0379	800-	arlington	jose/ david	arlington	9	1	2006	\$316	melissa	ABLE g516
g532	12pm	gregory	817- 266- 8542 cell		fort worth	fort worth confirmed	fort worth *stcps	9	1	2006	\$224	melissa	ABLE g532

Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g531	12pm	rouse	972- 736- 2727		blue ridge	david/johnnic	farmersville	9	1	2006	\$505	melissa	ABLE 0531

Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g553	8am	charnock	972- 412- 8964	870-	rowlett	mark	humble	9	1	2006	\$1200	melissa	ABLE g553

Crew 7

CTD	Time	Last	Home	Celi	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g233	12pm	finiey	817- 366- 6959		irving	rocky	fort worth	9	1	2006	\$217	melissa	ABLE g233

Crew 8

CID	Time	Last	Новы	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g522	8am	bradley	doug 214- 773- 3238	tracy 214- 577- 9821	ŧ .	jim/adrain/fred	richardson	9	ı	2006	\$hourly	melissa	ABLE g522
g409	4рпі	schreiner	817- 320- 4710		burleson	confirmed	culcss	. 9	1	2006	\$195	melissa	ABLE © g409

Crew 10 (Packing)

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rup	Print Contract
g531	12pm	rouse packing	972- 736- 2727		bluc ridge	david/johnnic	farmersville	9	1	2006	\$112.5	melissa	ABLE g531

TN-11 NT -4	1 hangan ang ang ang ang ang ang ang ang an	Add Note
Daily Notes:	* Significate all managements and interpretable and the second of the se	AUU NOCE

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$4404.00 (Including \$130.00 for each hourly customer)

Crew 1

CID	Time.	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g28	8am	davis	682- 465- 3376	465-	arlington	mike	fl. worth	9	2	2006	\$ 445	melissa	ABLE g28
f32 00	4pm	brancato		469- 951- 7503	euless	same day for jimmy	grapevine	9	2	2006	\$ 334	jolie	ABLE // /3200

Crew 2

CID	Time	Last	Home	Call	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g471	8am	keen	817- 243- 3237		arlington	rocky	bedford	9	2	2006	\$340	melissa	ABLE g471
f3159	2pm	earls	214- 403- 3572 celi		desoto	confirmed	grand prairie	9	2	2006	\$188	jolie	ABLE / /3159

Crew 3

CID	Time	Last	Home	Cull	Origin City	Additional City	Destination City	Month	Dary	Year	Total	Rep	Print Contract
g559	8am	palmer	2144851844	4694712282	irving	jason/albert	dallas	9	2	2006	\$427	melissa	ABLE g559
g604	2pm	norton	817-605- 7357	817-808- 2116	north richland hills	confirmed can't go early	grapevine	9	2	2006	\$282	melissa	ABLE p604

Crew 4

CID	Time	Last	Home	Culi	Origin City	Additional City	Destination City	Mooth	Day	Year	Total	Rep	Print Contract
f1353	8am	aghamalian		972.824.1455	arlington	mark m	dallas	9	2	2006	\$330	jolie	ABLE (1353
f3083	2pm	mebride	817- 329- 6156	817-416-0895 hm	southlake	mark m	trophy club	9	2	2006	\$ 540	jolie	ABLE / 13083

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rop	Print Contract
g5O3	Barn	lewallen		469- 223- 1743	dallas	jim	irving	9	2	2006	\$328	melissa	ABLE g503
f3152	10am	higgins		817- 821- 3628	arlington	confirmed	watauga	9	2	2006	\$240	jolie	ABLE 🦸 f3152

g530	4pm	paricio	4500	817- 205- 3525	fort worth		white settlement	9	2	2006	\$165	melissa	ABLE g530
------	-----	---------	------	----------------------	---------------	--	---------------------	---	---	------	-------	---------	-----------

Crew 6

CID	Time	Last	Home	Cdi	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g571	8am	barnes	·	214- 662- 1611	plano	david	plano	9	2	2006	\$475	melissa	ABLE g571
g588	2pm	nielsen	817- 238- 7117	975-	arlington	confirmed	lake worth	9	2	2006	\$3 10	melissa	ABLE g588

Daily Notes: Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$1821.00 (Including \$130.00 for each hourly customer)

Crew 1

CED	Time	Last	Home	Celi	Origin City	Additional City	Dostination City	Month	Day	Year	Total	Rep	Print Contract
f3160	8am	mosley	972- 298- 7530	214- 697- 2585	desoto	rick	plano	9	5	2006	\$262	jolie	ABLE is f3160
f3190	l 2pm	cornerstone	817- 994- 2335		lewisville	bedford	arlington	9	5	2006	\$hourly	jolie	ABLE \$ 13190
f3154	4pm	prajapati		817- 939- 1858	bedford		north richland hills	9	5	2006	\$200	jolie	ABLE / f3154

Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
d82	8am	draper		214 714 2530	colony	jason	colony.	9	5	2006	\$75 hr	shane	ABLE d82
g487	2pm	fabby	972- 230- 8658	364~	lancaster		lancaster	9	5	2006	\$258	melissa	ABLE 9487

Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f2725	8am	ensminger	817- 845- 5769	eric 817- 360- 5558	fort worth	mike r	fort worth	9	5	2006	\$360	jolie	ABLE f2725
f3194	12pm	ratliff	214- 650- 5202		grand prairie		irving	9	5	2006	\$hourly	jolie	ABLE /3194

Crew 4

CID	Time	Last	Home	Cell	Origia City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
13179	8am	erocker	817- 924- 0736	225	fort worth	rocky	fort worth	9	5	2006	\$406	jolie	ABLE \$3.179

Crew 20 (Estimate)

CID.	Time	Lust	Home	Cell	Origia City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f30B3	8am	mebride estimate	817- 329- 61 5 6	817- 416- 0895 hm	southlake	mark m	trophy club	9	5	2006	\$0	jolie	ABLE f3083

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Daily Notes:	· · · · · · · · · · · · · · · · · · ·	Add Note
Louis I towo.		

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$970.00 (Including \$130.00 for each hourly customer)

Crew 1

CID	Time	Last	Home	Call	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g620	8am	price	817- 219- 5445		fort worth	call when in route mike- ray	college station	9	6	2006	\$ 525	melissa	ABLE g620

Crew 2

CID	Time	Läst	Home	Cull	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
ß191	8am	atwood		214- 537- 1555	universty park	dallas*pickup boxes after this move*american legend homes jason		9	6	2006	\$hourly	jolie	ABLE // /3191

CID	Time	Last	Home	Call	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rcp	Print Contract
g617	8am	westmoreland		817- 808- 4584	keller	rocky & son	fort worth	9	6	2006	\$155	melissa	ABLE Ø 9817
f3195	10am	bopper	817- 329- 2253		southlake	call when in route prefers closer to 2:00	lewisville	9	6	2006	\$160	jolie	ABLE /3195

Daily 1	Notes:		Add Note
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Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$952.00 (Including \$130.00 for each hourly customer)

Crew 1

	CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
S	g515	12pm	burgess	cell 817- 734- 1888	731- 394- 1423	azle	call when in route rocky & son & george	azle	9	7	2006	\$525	melissa	ABLE 55 g515

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
13 184	2pm	mote		214- 476- 2852	plano	request three men jason & adrian & jimmy	plano	9	7	2006	\$427	jolie	ABLE 53184

	AND AND TRANSPORT AND ADDRESS OF THE PROPERTY		
Daily Notes:			Add Note
Daily Notes.		:	1444 11010

<u>Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators</u>

Return

The estimated total for the selected period is \$1941.00 (Including \$130.00 for each hourly customer)

Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
b3600	8am	daw		682- 433- 4486	arlington	confirmed mike-ray & james	arlington	9	8	2006	\$146	bg	ABLE 55 b3600
f320 <i>Z</i>	12pm	cornatzer	817-478- 1577	210- 264- 3063	arlington	confirmed	arlington	9	8	2006	\$271	jolie	ABLE # 13202
g344	4pm	aguilar	254-749- 7507*254- 716-6087	254- 757- 2034	arlington	confirmed	arlington	9	8	2006	\$200	melissa	ABLE g344

Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g616	10am	love	817- 275- 5878	817- 734- 9822	fort worth	confirmed jason adrian & frank	fort worth	9	8	2006	\$144	melissa	ABLE @ g616
g658	2pm	case		903- 436- 0862	dallas	confirmed	dallas	9	8	2006	\$240	melissa	ABLE g658
g672	5pm	thompson	469- 335- 6922		dallas		dallas	9	8	2006	Shoudy -	melissa	ABLE g672

Crew 4

CID	Time	Last	Home	Call	Origia City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g661	4pm	york		817- 999- 5574	bedford	hurst 5- hours rocky & son	north richland hills	9	8	2006	\$hourly	melissa	ABLE @ g661

Crew 10 (Packing)

CHD	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f30·05	8am	reeves packing	972- 691- 9626	817- 676- 7248	flower mound	rocky/johnny/george	flower mound	9	8	2006	\$680	jolie	ABLE /3005

Dail	v Notes:			1	Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$3117.00 (Including \$130.00 for each hourly customer)

Crew I

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g313	8am	thomas	817- 925- 8895	460-	dallas	jason	garland	9	9	2006	\$ 275	melissa	ABLE g313

Crew 2

CID	Time	Last	Home	Cull	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3204	10am	vela	469- 360- 5100		arlington	confirmed mike ray	dallas	9	9	2006	\$ 350	jolie	ABLE 13204
g631	4pm	mackey	214- 275- 0390		dallas		dallas	9	9	2006	\$225	melissa	ABLE 0631

Crew 3

CID	Time	Last	Home	Celli	Origin City	Additional City	Destination City	Month	Day	Уса	Tetal	Rep	Print Contract
f3017	8am	wofford	817- 852- 1397		fort worth call when at the gate	terry	same complex	9	9	2006	\$hourly	jotie	ABLE / 13017
f3185	12pm	daily		817- 689- 4095	arlington	same complex confirmed	arlington	9	9	2006	Shourly	jolio	ABLE (3185

Crew 4

CID	Time	Last	Home	Cell	Ongin City	Additional City	Destination City	Month	Day	Year	Total	Rep ,	Print Contract
g623	8am	bruss	415	281~ 360~ 7956	I TOT	jimmy	dallas	9	9	2006	\$226	melissa	ABLE @623
g600	12pm					contirmed	plano	9	9	2006	\$261	melissa	ABLE g600

Crew 6

CID	Time	Last	Home	Celi	Origin City	Additional City	Destination City	Month	Day	Ураг	Total	Rep	Print Contract
13005	8am	rceves	972- 691- 9626	817- 676- 7248	flower mound	rocky johnny george	flower mound	9	9	2006	\$1520	jolie	ABLE \$ 13005

Daily Notes: Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$306.00 (Including \$130.00 for each hourly customer)

сп	Tin	me	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f316	3 8a	m	rahem	817- 732- 5529		ft worth	confirmed	ft worth	9	10	2006	\$306	jolie	ABLE 63163

Daily Notes		Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$1293.00 (Including \$130.00 for each hourly customer)

Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g612	8am	smith	214- 763- 5731	596-		jimmy	plano	9	11	2006	\$ 462	melissa	ABLE 6 g612

Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3216	12pm	peterson	I X /U_ I	81/-	bedford	rocky	colleyville	9	11	2006	\$hourly	jolie	ABLE & f3216

Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3213	8am	newton			arlington	jason	arlington	9	11	2006	\$441	jolie	ABLE (\$ 13213

CID	Time	Last	Home	Cell	Origin City	Additional City	Dostination City	Month	Day	Year	Total	Rep	Print Contract
f3223	12pm	david	469- 441- 2763		irving	mike r	irving	9	11	2006	\$hourly	jolie	ABLE % 13223
f304 0	4рт	banta			arlington	arlington confirmed	roanoke	9	11	2006	\$hourly	jolie	ABLE 73040

Daily Notes:	•		Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$522.00 (Including \$130.00 for each hourly customer)

Daily Notes	
no more crews	
	مسر. ژار آگویسان

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Montb	Day	Year	Total	Rep	Print Contract
g607	8am	murray	817- 789- 8165		fort worth	mike-ray & dan	fort worth	9	12	2006	\$ 160	melissa	ABLE g607
g644	12pm	covert	817- 456- 5497		dallas	confirmed	arlington	9	12	2006	\$ 213	melissa	ABLE 9644
13226	4pm	lindsey	972- 897- 8252		arlington	confirmed	arlington	9	12	2006	\$ 149	jolie	ABLE

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Daily Notes:		Add Note
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Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$860.00 (Including \$130.00 for each hourly customer)

Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total-	Rep	Print Contract
g697	12pm	tenley		214- 695- 3304	plano *park/preston	2-men mike- ray & dan	p.o.d.	9	13	2006	\$90.00 per hour	melissa	ABLE 9697
g722	4pm	charles	817- 734- 30 9 8		hurst *steps	same day	hurst	9	13	2006	\$235	melissa	ABLE 🧸 g722

Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g391	8am	sance	817- 545- 2288	614-	bedford	confirmed jason & adrian	fort worth	9	13	2006	\$265	melissa	ABLE 3 g391
f3229	12pm	conner		817- 983- 8101	saginaw		ft worth	9	13	2006	\$140	jolie	ABLE / 13229

CID	Time	Last	Home	Cell	Origin City	Additional City	Destinution City	Month	Day	Year	Total	Rep	Print Contract
g675	8am	boyer	817- 551- 5319	874-		4-5 hours jimmy & rick	haslet	9	13	2006	\$hourly	melissa	ABLE g675

Daily Notes:			Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$2253.00 (Including \$130.00 for each hourly customer)

Daily Notes

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Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g567	8am	allen	903- 288- 5064		lewisville	mark m	round rock	9	14	2006	\$1333	melissa	ABLE g567

Crew 2

CID	Time	Last	Homo	Cell	Origin City	Additional City	Destination City	Month	Day.	Year	Total	Rep	Print Contract
g708	8am	cornerstone staffing	umy borgoon 682- 429- 8533		coppell	mîke & dan	coppell	9	14	2006	\$hourly	melissa	ABLE g708
f3203	10am	vossekuil	214 676 9212		corinth		mckinney	9	14	2006	\$380	jolie	ABLE (3203

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contravt
f3233	8am	chandra	972- 568- 9598	janice 972- 590- 9293	north richland	trophy club jason & david	grapevine	9	14	2006	\$hourly	jolie	ABLE / f3233
g681	2pm	mcdowell		817- 312- 4418	arlington		arlington	9	14	2006	\$ 150	melissa	ABLE 9681
g715	4pm	aranda	972- 955- 7476		lewisville	2-hours	irving	9	14	2006	\$hourly	melissa	ABLE 🦸 9715

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Daily Notes:	•	Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$7011.00 (Including \$130.00 for each hourly customer)

Daily Notes

no more crews
no more moves

Crew 1

CID	Time	Last	Ноте	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g485	8am	kelley		817- 913- 5288	arlington	jim/david barnett	fort worth	9	15	2006	\$165	melissa	ABLE 9485
g733	12pm	bryson	817- 282- 1891	·	hurst	confirmed	bedford	9	15	2006	\$hourly	melissa	ABLE 🥞 g733

Crew 2

CID	Time	Last	Ноте	Cell	Origin City	Additional City	Destination City	Mooth	Day	Year	Total	Rep	Print Contract
g455	8am	via m.d.	817-346- 4229*817- 475-9560	817~ 346- 4224	fort worth	mike r/ dan/ jason/helper	benbrook	9	15	2006	\$1425	melissa	ABLE \$\frac{1}{2} g455

Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3147	8am	rollins	214- 221- 8293		dallas	joe	dallas	9	15	2006	\$248	jolie	ABLE \$\text{3147}
g645	12pm	blazer	214- 766- 4399		dallas	confirmed	hurst	9	15	2006	\$265	melissa	ABLE g645
g690	2pm	simmons	817- 680- 2188		fort worth		azle	9	15	2006	\$328	melissa	ABLE 6 9690

Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
d95	8am	mckenna			decatur	mark	decatur	9	15	2006	\$3875	shane	ABLE d95

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Moath	Day	Year	Total	Rep	Print Contract
g734	10am	allen	817- 881- 4659		fort worth	rocky/adam	fort worth	9	15	2006	\$325	melissa	ABLE 🦙 g734
g710	2pm	lukose	972- 288- 0562	500-	mesquite		mesquite	9	15	2006	\$250	melissa	ABLE g710

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Daily Notes:		Add Note
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Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$2467.00 (Including \$130.00 for each hourly customer)

Daily Notes

no more moves	7.7
	< 5
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Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
ý 43 7	4pm	hawes		brandon 469 438 9891		confirmed	plano	9	16	2006	\$290	melissa	ABLE g437

Crew 2

cmo	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g691	8am	gratch		541- 915- 6203	fort worth	rick d/johnnie	fort worth	9	16	2006	\$172	melissa	ABLE @ g691
g709	10am	cam pbell		817- 905- 5589	fort worth	confirmed get there as early as possible	grand prairie	9	16	2006	\$222	melissa	ABLE g709
g636	12pm	kopecki		214- 293- 4392	grand prairie		plano	9	16	2006	\$239	melissa	ABLE g636

Crew 3

CHD	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3219	Bam	balley	214- 488- 4651	1	lewisville	jim/2 helpers	lewisville	9	16	2006	Shourly	jolie	ABLE (3219
g349	12pm	helt	214- 488- 2284		lewisville	confirmed	lewisville	9	16	2006	\$ 313	melissa	ABLE 🏂 g349

CID	Time	Last	Home	Cen	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g632	10am	borten		817- 727-	keller	jason	arlington	9	16	2006	\$166	melissa	ABLE 🥳 g632

0977

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g719	8am	truman		469- 363- 6389	rowlett	mark	waco	9	16	2006	\$690	melissa	ABLE g719
g702	4pm	verranault	817- 715- 7537		arlington	confirmed	arlington	9	16	2006	\$ 245	melissa	ABLE g702

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Daily Notes:	:	Add N	ote

<u>Create New Customer | Search Customers | Search Schedule</u> <u>Administrative Options | Long Distance Quick Calculators</u>

Return

The estimated total for the selected period is \$1630.00 (Including \$130.00 for each hourly customer)

Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Dostination City	Month	Day	Year	Total	Rep	Print Contract
g499	8am	hayslett	972- 231- 2397		richardson	2 trucks/ mark m/ jason	lancaster	9	18	2006	\$950	melissa	ABLE 9499
g775	5p m	cottery		214- 251- 7988	lancaster		desoto	9	18	2006	\$ 400	melissa	ABLE g775

CID	Time	Last	Home	Celi	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g656	10am	broadburst	214- 534- 7117	679-	grapevine	mike- ray & dan	southlake	9	18	2006	\$280	melissa	ABLE 9656

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Daily Notes:		Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$130.00 (Including \$130.00 for each hourly customer)

CID	Time	Last	Home	Celi	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
d97	8am	spence		817 323 0892	arlington	rocky/adam	ftw	9	19	2006	Shourly	shane	ABLE d97

Daily Notes:		:	Add Note
	Annual Control of the		

<u>Create New Customer | Search Customers | Search Schedule</u>
<u>Administrative Options | Long Distance Quick Calculators</u>

Return

The estimated total for the selected period is \$422.00 (Including \$130.00 for each hourly customer)

Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g495	8am	machin	972- 862- 0217	774-	plano	mark 3 men 90.00 per hr	frisco	9	20	2006	\$hourly	melissa	ABLE g495

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g714	8am	jones	817- 467- 5887	438-	arlington	mike- ray & dan	arlington	9	20	2006	\$292	melissa	ABLE g714

Daily Notes:		Add Note
Dani Mono	• !	

<u>Create New Customer | Search Customers | Search Schedule</u>
<u>Administrative Options | Long Distance Quick Calculators</u>

Return

The estimated total for the selected period is \$693.00 (Including \$130.00 for each hourly customer)

Daily Notes

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Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
12641	8am	Vassar		469- 644- 2220	the colony	confirmed rocky & adam	the colony	9	21	2006	\$345	jolie	ABLE \$ 12641

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Уеан	Total	Rep	Print Contract
g795	8am	wild		817- 412- 1632	highland village	1-desk only mike- ray & dan	keller	9	21	2006	\$ 170	melissa	ABLE g795
g679	9am	mouton	940- 300- 9954		lewisville	confirmed confidental	rame	9	21	2006	\$ 178	melissa	ABLE g679

Daily Notes:	·	Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$1377.00 (Including \$130.00 for each hourly customer)

Crew 2

C	Œ	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Yваг	Total	Rep	Print Contract
g	770	8am	wentworth	817- 426- 1274	301-		rocky & dimetry		9	22	2006	\$hourly	melissa	ABLE 🤼 g770

Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3038	8am	travis		817- 714- 7018	keller	mark m l.m.	fort worth	9	22	2006	\$5 30	jolie	ABLE 5 13038
g703	4pm	wageswier	817- 831- 2737		haltom city	confirmed prefers 5- 6 p.m.	haltom city	9	22	2006	\$ 135	melissa	ABLE g703

Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Dustination City	Month	Day	Year	Total	Rep	Print Contract
f3222	8am	cunningham		817- 689- 0236	north richland bills	mike r	fort worth	9	22	2006	\$197	jolie	ABLE 53222

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
d100	i 2pm	george	817- 899- 4599	817- 297- 8448	crowley	jimmy/david	fl worth	9	22	2006	\$215	shane	ABLE d100
g783	2pm	ford	214- 306- 5747		richardson	same day	within the same house	9	22	2006	\$ 170	melissa	ABLE g783

Daily Notes:			Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$3257.00 (Including \$130.00 for each hourly customer)

Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Mooth	Day	Year	Total	Rep	Print Contract
g603	8am	репа		214- 263- 2203	plano	david	wylie	9	23	2006	\$ 375	melissa	ABLE 0603
g773	4pm	black		469- 951- 6151	grand prairie	cedar hill confirmed	dallas	9	23	2006	\$220	melissa	ABLE g773

Crew 2

CID	Time	Last	Home	Call	Origins City	Additional City	Destination City	Mosth	Day	Year	Total	Rep	Print Contract
g701	Sam	lyon	817- 835- 0825	214-681- 7875	culess	rocky	grapevine	9	23	2006	\$299	melissa	ABLE 🐇 g701
d99	4pm	gowans		214 395 1822*wrong number	cedar bill	contirmed	cedar hill	9	23	2006	\$75 hr	shane	ABLE d99

Crew 3

CED	Time	Last	Home	Call	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g731	8am	ramagos	972- 355- 0861	214- 287- 8592	flower mound	jason	flower mound	9	23	2006	Shourly	melissa	ABLE 9731

Crew 4

CIID	Time	Last	Home	Celi	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3221	8am	parton	972- 315- 2421	766-	lewisville		frisco	9	23	2006	\$400	jolie	ABLE 🧳 f3221
g740	12pm	johnson		817- 657- 9152	coppell	mike r	carrollton	9	23	2006	\$175	melissa	ABLE § 9740

Crew 5

CID	Time	Last	Home	Celli	Origin City	Additional City	Destination City	Microsta	Dey	Yrar	Total	Rep	Prim Contract
g542	8am	weygandt	972- 985- 1783	754-	plano	mark *take 3 wardrobes	mckinney	9	23	2006	\$712	melissa	ABLE 🥳 9542

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ŀ	CID	Time	Last	Home j	Cell	Origin City	A delicio anno	Dustination	Month	Day	Year	Total	Rep	Print Contract
1		1 1				* * * 1	AUGUUUNA	TOMOTHORN				1		

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f2790	8am	weiland		817- 937- 3090	manstield	justin	mansfield	9	23	2006	\$296	jolie	ABLE \$ (2790
g802	4pm	rico	817- 925- 8123		fort worth	confirmed	fort worth	9	23	2006	\$225	melissa	ABLE 9802

CID	Time	Last	Home	Call	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g736	10am	hayes	817-361- 5706	817- 239- 3457	fort worth		fort worth	9	23	2006	\$165	melissa	ABLE g736
g743	12pm	mcclure	214.293.7923	214.293.7923	irving	jim	irving*same complex	9	23	2006	\$185	melissa	ABLE 🦠 g743

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Daily Notes:	· · · · · · · · · · · · · · · · · · ·	

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$801.00 (Including \$130.00 for each hourly customer)

Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
d102	8am ·	stone		817 455 6228	irving	rocky	irving	9	25	2006	Shourly	shane	ABLE d102
g816	10am	lagrange	972- 906- 0795	240-	grapevine		flower mound	9	25	2006	\$hourly	melissa	ABLE g816
g754	2pm	virmani		214- 882- 2758	plano		plano	9	25	2006	\$175	melissa	ABLE 🦟 g754

CID	Time	Last	Home	Coli	Origin City	Additional City	Dustination City	Mionth	Day	Year	Total	Rep	Print Contract
g840	2pm	pasqale		214- 701- 8448	carrollton	meet her at 4:30	unload only	9	25	2006	\$hourly	melissa	ABLE g840
9830	брт	harrison	214- 557- 8731		dallas	call to confirm olga or joyce 214- 661- 3502	dallas	9	25	2006	\$236	melissa	ABLE 🧽 g830

Daily Notes:	i	Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$334.00 (Including \$130.00 for each hourly customer)

Daily Notes

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CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
12368	8am	nastri	972- 660- 2672		grand prairie	mike ray	lewisville	9	26	2006	\$204	jolie	ABLE 72368
f3257	12pm	douglas		817- 915- 5786	mansfield		unload only	9	26	2006	\$hourly	jolie	ABLE \$ 13257

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Daily Notes:	•		

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$594.00 (Including \$130.00 for each hourly customer)

Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g796	8am	samantha hill attorney office	817- 740- 8882		fort worth	mike r	fort worth	9	27	2006	\$hourly	melissa	ABLE g796

Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g813	8am		817- 642- 0897		grand prairie	jim	mckinney	9	27	2006	\$250	melissa	ABLE 🥳 g813

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3254	8am	hilton	817- 602- 0588		ft worth	rocky	ft worth	9	27	2006	\$214	jolie	ABLE 🦸 f3254

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Daily Notes	· · · · · · · · · · · · · · · · · · ·	 Add Note
Daily Notes	. •	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$1655.00 (Including \$130.00 for each hourly customer)

Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rup	Print Contract
g820	8am	sajadi			arlington	mike r	arlington	9	28	2006	\$ 414	melissa	ABLE g820
f3235	4pm	tull	rogers	817- 456- 2579	fl. worth		ft. worth	9	28	2006	\$ 155	jolie	ABLE (3235

Crew 2

CED	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g825	8am	cornerstone staffing	972- 373- 3418		lewisville	rocky	coppell	9	28	2006	\$hourly	melissa	ABLE 🯂 g825
g789	12pm	mattern	817- 251- 7379	938-	grapevine	l.m.	grapevine	9	28	2006	\$ 406	melissa	ABLE g789

Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f1414	8am	hill .	817- 428- 8763		hurst	johnnie	north richland hills	9	28	2006	\$ 145	jolie	ABLE 11414
g841	10am	doyle chiropraetic	817- 514- 7766	·	watauga	3-men confirmed	keller	9	28	2006	\$hourly	melissa	ABLE g841
g831	2pm	davis	423-	817- 991- 7999	fort worth	confirmed he	fort worth	9	28	2006	\$145	melissa	ABLE 0831

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g8 54	8am	fiebel			southlake		loading into pod.	9	28	2006	Shourly	melissa	ABLE \$\text{g854}

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Daily Notes:		Add Note

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

Return

The estimated total for the selected period is \$3512.00 (Including \$130.00 for each hourly customer)

Daily Notes

no more moves	
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Crew 1

CID	Time	Lapt	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rup	Print Contract
ь3773	8am	guajardo	214- 395- 5599	986-	duncanville	jim	mckinney	9	29	2006	\$235	bg	ABLE \$63773
g800	2pm	allen		469- 644- 8749	irving	confirmed	fort worth*6steps	9	29	2006	\$205	melissa	ABLE 9800

Crew 2

CID	Time	Last	Home	Call	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g744	Barn	arnold	817- 741- 9557	972-567- 7385	keller	jetf/johanic	euless	9	29	2006	\$ 210	melissa	ABLE 9744
g667	12pm	rodgers	214- 995- 4888	·	fort worth	confirmed	fort worth	9	29	2006	\$159	melissa	ABLE g687
g834	4pm	yanni		8173133013	watanga	confirmed	ft. worth *storage closes at 9:00 a.m.	9	29	2006	\$286	melissa	ABLE 65 9834

Crew 3

CID	Time	Last	Home	Cull	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g771	8am	stuteville	817- 410- 1031	944-	colley ville	mike r	chico	9	29	2006	\$492	melissa	ABLE 🦪 9771

Crew 4

CHD	Time	Last	Home	Cett	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g755	8am	stephens		972- 979- 5858	frisco	rocky	frisco	9	29	2006	\$370	melissa	ABLE 9755

CID	Time	Last	Home	્યા	Origin	Additional	Destination	Month	Day	Year	Total	Rep	Print Contract	١

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13245	8am	stone	817-230- 4235		hurst	mark m	bedford	9	29	2006	\$490	jolic	ABLE # 13245
g766	4pm	medichetti	2144413635	9722497167	itving	load only on 9/29 and deliver 9/30 6-8 p.m.	austin	9	29	2006	\$685	melissa	ABLE g766

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3262	2pm	wierick	817- 307- 2243		arlington	ас	arlington	9	29	2006	\$250	jolie	ABLE 🥞 (3262
13275	5pm	barr	817- 721- 6348		grand prairie	same day	arlington	9	29	2006	\$hourly	jolie	ABLE § 13275

Daily Notes:		 Add Note

<u>Create New Customer | Search Customers | Search Schedule</u> <u>Administrative Options | Long Distance Ouick Calculators</u>

Return

The estimated total for the selected period is \$3705.5.00 (Including \$130.00 for each hourly customer)

Daily Notes

no more moves	15. 15. 15. 15. 15. 15. 15. 15. 15. 15.
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Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g781	8am	lassiter		817- 793- 1167	mansfield	mark	mansfield	9	30	2006	\$ 749	melissa	ABLE g781

Crew 2

CID	Time	Last	Home	Cen	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g883	8am	campbell	817- 690- 5492		culess	jim /rick	euless	9	30	2006	\$226	melissa	ABLE g883
g808	2pm	westfall		469- 744- 2105	the colony	2-3 hours*confirmed	lit ü e elm	9	30	2006	Shourly	melissa	ABLE g808

Crew 3

CID	Time .	Last	Home	Call	Onigin City	Additional City	Dustination City	Month	Day	Year	Total	Rop	Print Contract
f3208	8am	rusnak	817- 514- 6618	597-	arlington	mike r	nch	9	30	2006	\$391	jolic	ABLE (3208
d103	2pm	bolding		817 475 4766	hurst	confirmed	bedford	9	30	2006	\$ 196	shane	ABLE d103

CID	Time	Last	Home	Celi	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g748	8am	jackson	817- 899- 2629		arlington	a c/ albert	grand prairic	9	30	2006	Shourly	melissa	ABLE 🦙 g748
g804	10am	white		214- 893- 3187	lancaster		grand prairie	9	30	2006	\$224	melissa	ABLE g804
g757	4рт	yates	940- 395- 4411		fort worth	confirmed	fort worth steps	` 9	30	2006	\$160	melissa	ABLE g757

Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g885	10am	trivedi	214- 547- 8627	972- 352- 1761	plano	jeff/johnnie	frisco	9	30	2006	\$285	mclissa	ABLE g885
g621	12pm	nevarez		214- 205- 1394	lewisville	contirmed*told 3:00 p.m.	lewisville	9	30	2006	\$160	melissa	ABLE g621
g577	4pm	young	972- 969- 7401	214- 374- 4419	dallas	confirmed	dallas	9	30	2006	\$195	melissa	ABLE g577

Crew 6

CID	Tim	Last	Home	Cell	Origin City	Additional City	Dustination City	Month	Day	Year	Total	Rep	Print Contract
g856	8am	axton		972- 795- 5793	fort worth	rocky/adam	dallas	9	30	2006	Shourly	melissa	ABLE g856

Crew 7

Ca	ID.	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3.2	84	10am	snyder	972- 551- 1471	965-	richardson	hot tub/ larry	terrell	9	30	2006	\$300	jolie	ABLE 13264

Crew 8

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract	
g821	9am	leaks		214- 995- 2729	irving	james	euless	9	30	2006	\$ 175	melissa	ABLE g821	
f3227	12pm	barris	817- 219- 5259		arlington		arlington	9	30	2006	\$142	jolic	ABLE	

Crew 10 (Packing)

CID	Time	Lasi	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g883	8am	campbell packing			culess	jim /rick	culess	9	30	2006	\$112.5	melissa	ABLE g883

Crew 20 (Estimate)

cm	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g766	брт	medichetti estimate	2144413635	9722497167	irving	load only on 9/29 and deliver 9/30 6-8 p.m.	austin	9	30	2006	\$0	melissa	ABLE 0766

Daily Notes:		Add Note
--------------	--	----------

Mr. Mareo Leal, TX. DOT

Feb, 11, 2009

Below is a summary of information on my move from California to Texas using Accent Movers.

Regretably, I do not have any additional documentation to send you.

I can only give you peoples names who were involved in hooking me

up with Accent or those who know of my situation. I will try to list them and explain how they were involved.

Jim Buckley: Tab Ct. Sacramento, CA 1-916-712-4409. I moved from his residence.

Lori Mayo: 1-817-798-4663, Mayo Realestate. She is Jim Buckley's neice and my realtor in Springtown, TX. She has an employee named

Shawna. Shawna's brother owns Accent Movers. Lori Mayo gave me

accent movers number. When I got to Springtown, I contacted Lori and expressed my dismay in the fact that Accent sent a pick-up truck

and trailer to move my stuff. She said she didn't understand what happened, that Accent has semi's to move people, that is what Accent

does. I let her know I was going to file a complaint, apoligized as it

was her employers brother and that it was business and hoped that hard feelings would be at a minimum. Lori was suprised that all had happened.

Shawna: Lori Mayo's employee. I spoke to shawna previous to the move. I thanked her for giving me her brothers name, expressing comfort that someone through my friends was moving my belongings

and I felt a sence of safty in that my belongings would arrive in TX. Shawna's comment to me was "I just hope my brother treats you right". In hindsight that was a red flag!

Joyce Harris: Lori Mayo's mother. My good friend. She can only confirm my story in that I kept her up to date on my dismay with Accent Movers and that I bought a pick-up truck in TX. and made a

6/14/09



trip back to CA to retrieve more of my belongs.

Mark Moreno: 1-817-504-1932, private citizen sent to move me from CA to TX from Accent Movers.

He arrived in his personal Dodge Pick-up. Dual wheels. Black. Gooseneck equipped to haul his 30' trailer, trailer was somewhat beat up. his truck was in imaculate condition, I can only assume it was a newer model. He brought his father with him to help. In Springtown he had

a gentlemen helping who didn't speak english.

When Mark arrived I express my dismay in that I was expecting a moving company, not a private citizen with a pick up and trailer and that I could have rented a moving truck from uhaul. That I needed a semi

trailer because all my belonging wouldn't fit in a 30' trailer. At this

point I had already sent \$1000 to Accent Movers. They proceeded to

load the trailer with as much of my stuff as they could cram in,

to my dismay. Mark said he didn't know anything about a semi, he was

sent by Accent, that Accent had told him I didn't have much to move,

just some boxes and a few pieces of furniture. Obviously, he was just hired to do a job. I asked him about going through the scales, he said they didn't have to. That they just tell officials they are helping friends move. He indicated he has done this before. Mark and I were in contact during the move via cell phones.

The carbon copies are not ledgible. The amounts paid were \$1000 in

advance and \$4000 on delivery, both paid by money order requested

by Accent Movers. Accent told me no personal checks and no cashiers checks. Mark Moreno collected the \$4000 on delivery. The money order was made out to Accent Movers.

I still do not have the rest of my belongings. The remainder is still in CA. Jim Buckley was going to bring it to TX. but has not been able to make the trip.

FYI: I am currently living in Wisconsin, moved here to take care of my

ailing mother. I still own my home in Springtown, TX. I am still in touch with Jim, Lori, and Joyce.

Sincerely, Michele Coogan Type of Contact Telephone

Date

5/21/2009 at 9:10 am CT 5/27/2009 at 2:30 pm CT

Place of Interview

interviewee's Name

Interviewee's Address

Michele Coogan

623 Sylvan Terrace, Waukesha, WI, 53188

Name and Title of Interviewer

Oral Interview Form

Jeff Langloss, Federal Program Manager

Narrative

Mrs. Coogan was interviewed about her move from Sacramento, CA to Springtown, TX back in September 2006.

I asked Mrs. Coogan who she contracted her move with. She stated it was with Accent Movers out of the Dallas area.

Mrs. Coogan was asked when she paid her \$1,000 up front to hold the dates who did she paid it to and how did she pay it? She obtained a cashiers check from Washington Mutual in Sacramento, CA. She stated that the cashiers check was made out to Accent Movers. Ms. Coogan stated she was not sure which branch but was going to check and see if they have a copy of the check after it was cashed.

Mrs. Coogan was asked when Mark Moreno (driver) showed up did he or anyone with him wear any hat, shirt or anything else that had Accent Movers or any other company? She stated no. Then she was asked if the vehicle or trailer had any moving company name on it? Neither did. I asked Mrs. Coogan to describe the vehicle used, she stated that the vehicle was a black pick-up truck with a trailer.

Mrs. Coogan was asked when the driver arrived what her understanding was of whom he represented? She stated that she understood that he was friends with and worked for Shane Gibson the owner of Accent Movers. She was also asked if there was anything else that happened during the loading that lead her to believe it was Accent Movers that was making the move for her? She explained that The driver made multiple calls to Shane Gibson during the day. When asked to recall some of these she told me of two different incidents that happened. When the driver arrived in a pick-up truck and trailer Mrs. Coogan was upset because she had been told by Accent Movers that it would be a semi that would show up. The driver called Shane Gibson to find out what was going on and when he got off the phone he asked what she wanted to do. She told him to start packing the trailer. Later in the day as it became clear that all of her belonging were not going to fit on the trailer she asked the driver when they would be coming back to get the rest of her belongings? Mark Moreno again called Shane Gibson to find out. When he got off the phone he told her that Accent Movers does not normally come out to California. They stay in Texas where they are located most the time and they did not know when they could get back to pick up the rest of her belongings.

1



10/2

Mrs. Coogan was asked if during the day while they were packing up the trailer if the driver Mark Moreno ever stated who he was working for? Ms. Coogan stated that Mark Moreno told her he worked for Accent Movers.

Mrs. Coogan did not see any other company names on any of the paper work provided to her nor did Mark Moreno, driver, Jolie Tanigwa, relocation consultant or Melissa, last name and position unknown (e-mail address melissa@accentmovers.com) give her any other companies names during the entire moving process.

In Texas when the same driver arrived and it came time to pay the driver the remaining \$4,000 he was given a money order in the name of Accent Movers.

Mrs. Coogan was very clear in the fact that it was Accent Movers that she arranged the entire move with and it was Accent Movers that payments were made to. Accent Movers would not accept personal checks.

BEFORE THE UNITED STATES DEPARTMENT OF TRANSPORTATION OFFICE OF HEARINGS WASHINGTON, D.C.

)
)
In the Matter of:)
) Docket No. FMCSA-2007-0089
Accent Movers, Inc.,)
, ,) (Southern Service Center)
Respondent.) `
)
)

FIRST REQUEST FOR ADMISSIONS

To: Accent Movers, Inc.

From: Federal Motor Carrier Safety Administration

Pursuant to 49 C.F.R. § 386.44 of the Rules of Practice for Motor Carrier, Broker, Freight Forwarder, and Hazardous Materials Proceedings, you are requested to provide responses within fifteen calendar days to Request for Admissions to the Field Administrator through his attorney of record at 12600 West Colfax Avenue, Suite B-300, Lakewood, Colorado 80215.

Instructions

a. Each answer must state whether the party admits or denies the matter. If the matter cannot be admitted or denied, the party shall set out in detail the reasons.



- b. A party may not issue a denial or fail to answer on the ground that it lacks knowledge unless it has made reasonable inquiry to ascertain information sufficient to allow admission or denial.
- c. A party may file an objection to a request for admission within 10 days after service. Such motion shall be filed with the administrative law. An objection must explain in detail the reasons the party should not answer. A reply to the objection may be served by the party requesting the admission within 10 days after service of the objection. It is not sufficient ground for objection to claim that the matter about which an admission is requested presents an issue of fact for hearing.

Definitions

As used in these request for admissions, the following terms are to be interpreted in accordance with these definitions:

- a. "You" "your" and "Respondent" as used herein refer to Accent Movers,
 Inc., the respondent in this proceeding and includes all employees, agents and
 representatives.
- b. "Document" and "Documents" shall include, regardless of origin or location, all writings and records of any kind, drafts, copies or originals, including paper documents and electronic documents maintained on a local or a remotely located computer, the information stored in any electronic medium such as a hard drive, computer tape, solid state memory, flash drive, floppy discs, and all paper copies which are, or have been, within the possession, custody, or control of, or within the knowledge of, Respondent and/or its employees, agents, consultants, or experts. The descriptions of

documents, records, or papers specified in these interrogatories are for convenient reference and identification and are intended to apply to the items named regardless of what the records are called in individual companies and regardless of the record media.

c. "Person" "persons" "people" and "individual" means any natural person, group of natural persons, all federal, state, county, municipal and other governmental units, agencies or public bodies, as well as firms, companies, corporations, partnerships, proprietorships, joint ventures, organizations, groups of natural persons or other associations or entities separately identifiable whether or not such associations or entities have separate legal existence in their own right.

REQUESTS FOR ADMISSIONS

REQUEST NO. 1 – Admit that you did not have authority / registration from the United States Department of Transportation (as those terms are defined and used in 49 U.S.C. §§ 13901 et. seq. and 49 C.F.R. §§ 390.5 and 392.9a(a)) as a broker and/or interstate motor carrier in August or September 2006.

REQUEST NO. 2 – Admit that you applied to the United States Department of Transportation for authority / registration (as those terms are defined and used in 49 U.S.C. §§ 13901 et. seq. and 49 C.F.R. §§ 390.5 and 392.9a(a)) as an interstate motor carrier in 1997 and were granted a Certificate of Registration on or about December 24, 1997.

REQUEST NO. 3 – Admit that the United States Department of Transportation served on you a Notice of Investigation for Revocation of Authority on or about April 24, 1998.

REQUEST NO. 4 – Admit that your authority / registration (as those terms are defined and used in 49 U.S.C. §§ 13901 et. seq. and 49 C.F.R. §§ 390.5 and 392.9a(a)) from the United States Department of Transportation as an interstate motor carrier was revoked on or about June 16, 1998 and has never been reinstated.

REQUEST NO. 5 – Admit that in 2006 you used owner/operators under lease agreements to transport household goods in interstate commerce.

REQUEST NO. 6 – Admit that Mark Moreno was your employee in September 2006.

REQUEST NO. 7 – Admit that the document attached and identified as <u>Exhibit 1</u> to this Request for Admissions was written and signed by Shane Gibson on or about May 17, 2007.

REQUEST NO. 8 – Admit that the document attached and identified as Exhibit 2 to this Request for Admissions was reviewed and signed by Shane Gibson on or about May 17, 2007.

REQUEST NO. 9 – Admit that in 2006 and 2007 your website advertising stated that Accent Movers, Inc. is a moving company specializing in relocating offices, home, and apartments in the DFW area as well as all over the country.

REQUEST NO. 10 – Admit that the document attached and identified as Exhibit 3 to this Request for Admissions is a fair and accurate printout of the information from your website in July 2007.

REQUEST NO. 11 – Admit that on or about August 31, 2006 you provided a binding estimate to shipper Coogan for the transportation of household goods from California to Texas.

REQUEST NO. 12 – Admit that the document attached and identified as Exhibit 4 to this Request for Admissions is a fair and accurate printout of the binding estimate you made to shipper Coogan.

REQUEST NO. 13 – Admit that the document attached and identified as <u>Exhibit 5</u> to this Request for Admissions subject line "Accent Movers Confirmation for move" is a fair and accurate printout of the email transmission of the binding estimate you made to shipper Coogan.

REQUEST NO. 14 – Admit that the documents attached and identified as <u>Exhibit 6</u> to this Request for Admissions are fair and accurate printouts of the email communications between you and shipper Coogan on or about August 31, 2006.

REQUEST NO. 15 – Admit that the documents attached and identified as <u>Exhibit 7</u> to this Request for Admissions are fair and accurate copies of your Household Goods Proposal and Contract of Moving Services for shipper Coogan.

REQUEST NO. 16 – Admit that the document attached and identified as Exhibit 8 to this Request for Admissions is a fair and accurate copy of the Motor Carrier Identification Report filed by you with the United States Department of Transportation, Federal Motor Carrier Safety Administration in March 2006.

Attorneys for the Claimant

Date: January 8, 2009

By:

Nancy Jackson

Office of Chief Counsel

Federal Motor Carrier Safety Administration 12600 West Colfax Avenue, Suite B-300

Lakewood, Colorado 80215

303-407-2363

303-407-2339 (Fax)

CERTIFICATE OF SERVICE

This is to certify that on the 8th of January 2009, the undersigned served, as specified, the designated number of copies of Claimant's First Request for Admissions to each of the parties listed below:

John L. Gamboa	Original
Acuff Ganboa & White, L.L.P.	Federal Express
Attorneys for Respondent	FedEx # 7972 3114 8791
2501 Parkview Drive, Suite 405	
Fort Worth, Texas 76102-5816	
Joanne A. Cisneros	One Copy
Division Administrator	Internal Mail
Federal Motor Carrier Safety Administration	
Texas Division	
903 San Jacinto Blvd.	
Austin, Texas 78701	
Nancy Jackson	One Copy
Office of Chief Counsel	Internal Mail
Federal Motor Carrier Safety Administration	
Western Service Center	
12600 West Colfax Avenue, Suite B-300	
Lakewood, CO 80215	
Darrell L. Ruban	One Copy
Field Administrator	Federal Express
c/o Paula Smith	FedEx # 7972 3122 9424
Federal Motor Carrier Safety Administration	
Southern Service Center	
1800 Century Blvd	
Suite 1700	
Atlanta, GA 30345	

Manfallson

Mark moneno Enllog ment \$1-7-0x 10 Alack Ford F350 1-10-07. Accor moven to 5-17-07 STANC GISCON

EXHIBIT

1

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

Location: Accent Movers office, Haltom City, Texas

Date: May 17, 2007

Carrier Name:

Accent Movers Inc

2616 Weaver Street

Haltom City, Texas 78045

USDOT #: 703784

Telephone: 817-834-5377

Interviewer Name: Mario Leal, FMCSA-Safety Investigator

Statement of: Shane Gibson, President

I, Shane Gibson, President for Accent Movers Inc. make the following voluntary statement to Mario Leal who has identified himself to me as a Safety Investigator of the United States Department of Transportation. No threats or promises have been made to me.

The carrier operates mainly as an intrastate household goods motor carrier. The company's motor carrier authority (MC# 703784) is inactive as of the date of the compliance review.

I understand that our company has been found to be in violation of various applicable Federal Motor Carrier Safety and Commercial regulations. I also understand that I Shane Gibson, President for Accent Movers Inc should have known of and ensured our company's compliance with all applicable regulations. It has been explained to me that enforcement action may result in the following discovered violation.

As of the date of the compliance review the Carrier engaged in one interstate movement of household goods without having the required authority for the type of commodity transported.

Number	Violation	Identifying Information		Date of Violation
L		Driver / Equipment / Commodity		
1	49 CFR	Driver: Mark Moreno		09/11/2006
	§392.9a(a)/14901(d)(3)	Pick up date: 09/11/2006		
	30,21,2(0),	Delivery date: 09/15/2006		
		Shipper: Michelle Coogan	•	,
	· ·	Commodity: Household goods		
	· .	Origin & destination: California to Texas	•	

I reviewed the above statement consisting of one (1) page. I declare under penalty of perjury that the foregoing is true and correct.

Statement by:

Shane Gibson, President

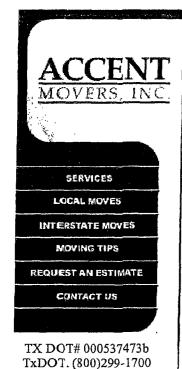
Date

Witness by:

Mario Leal, Safety Investigator

Date:

EXHIBIT



DALLAS: 972.264.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

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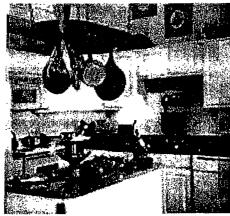
EXHIBIT

7/6/2007



DALLAS: 972.284.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

Services



Accent Movers, Inc. is a moving company specializing in relocating offices, home. apartments in the DFW area as well as all over the country. Our moving contractors professionals with at least years of moving two experience. Accent strives on repetitive customer satisfaction. We have been in business for over 12 years and are

locally owned and operated. Accent movers will provide you a oneon-one representative to accommodate your relocation needs and answer any question, as well as a crew leader on site to answer any questions. Please call anytime if we can assist you in any way.

Accent Movers, Inc. is able to completely furnish the following services upon request:

- · Truck loading/unloading
- Box unpacking/packing
- · Same day service (most cases)
- · Hourly rates
- Crating
- Dissassembly/reassembly
- · Single item moves
- Guaranteed quotes (w/list)
- Storage
- Inner office/house
- Hoisting

In addition to the standard household furnishings, we are able to move the following:

- automobiles (most cases)
- hot tubs
- marble/glass
- commercial equipment (most cases)
- medical equipment
- pianos
- pool tables
- arcade games
- shop tools (most cases)
- modular units
- safes
- big screen TV's
- vending machines
- electronics
- antiques

Customer Form Saved

Create New Customer | Search Customers | Search Schedule Administrative Options | Long Distance Quick Calculators

> Current Customer Search Records: 5000 Current Customer Booking Records: 3562



Accent Movers

Fort Worth: (817)834-5377 2616 Weaver St. Fort Worth, Tx. 76117 Dallas: (972)264-7: Tx.DOT # 000537473B

TxDOT - (800)299-1700
Re: Residential Relocation
Customer Identification Number (CID):f3161

Dear Mickey Coogan,

This quote is guaranteed based on your information shown below. For your convenience, we have summarized the details of your move.

To ensure that your move goes as smoothly as possible, please review the following and reply if changes are needed.

RELOCATION INFORMATION (if provided by customer):

Here is the information you have provided:

first: mickey	last: coogan
home: 916-717-0262 cell	cell: 916-564-9564
OriginAddress: 2421 tab court	OriginCity: sacramento
OriginState: ca	OriginZip: 95825
FloorAtOrigin: ground	DestinationAddress: 613 n. avenue d
DestinationCity: springtown	DestinationState: tx
DestinationZip: 76082	FloorAtDestination: ground
EmailAddress: mailformickey@hotmail.com	salesperson: jolie
HideABed: 1	Chair: 2
EntertainmentCtr: 1	TVLess25: 1
TV25to32: 1	CurioCabinet: 1
QueenBed: 1	ChestOfDrawers: 5
PatioTable: 1	PatioChairs: 4
BirdBath: 2	ShelfUnit: 2 EXHIBIT

ToolchestLarge: 1 BoxUnderFifty: 100

Other: 1-antq. stove, 2-patio rocking chairs, 1-concrete crain, 1-drill press, 1-saw, 1-parsons table w/2wicker stools 1691 miles \$1000.00 deposit

company: two

PRICING: JT

This proposal is for listed items and services only. Additional items and services may result in additional costs.

Elased on the items listed, if paid by Master Card or VISA, the total quote is: \$5000.00

• If paid by cash, money order, or bank cashier's check, the additional discount is: 10%(move cost only)

IF PAID BY CASH, MONEY ORDER, or CASHIER'S CHECK, THE GUARANTEED LOWEST COST IS: \$4500.00

Your movers are scheduled to arrive between 8am - 10am on 9/8/2006.

This quote includes the following:

- EXCLUSIVE PICK UP & DELIVERY
- DISASSEMBLY & REASSEMBLY OF STANDARD FURNITURE
- LOADING & UNLOADING
- EXPERIENCED, PROFESSIONAL & COURTEOUS MOVERS
- WE ATTEMPT TO CONTACT YOU WHEN WE'RE IN ROUTE TO YOU
- ADDITIONAL ITEMS ARE THE SAME PRICE ON MOVE DAY AS WHEN YOU BOOK YOUR MOVE!
- SAME REASONABLE RATES 7 DAYS A WEEK

Accent Movers guarantees the quoted price is binding and will NOT CHANGE as long as the information furnished remains the same.

. REMARKS:

- If a guaranteed quote is not shown above, then a list of items was not provided. In order for Accent Movers to provide a guaranteed quote, an itemized list must be available.
- We do ask that payment be made upon arrival at the destination address.
- As required by Tx.DOT, a household goods carrier's liability for loss or damage to cargo is limited to .60 cents per pound per
 article unless the household goods carrier and shipper agree, in writing, to a higher limit of carrier liability. Such higher limit may
 be purchased at an additional cost and will be noted and signed for on the contract. This liability of cargo is quite often
 referenced by moving companies as "Bonded and Insured"
- We do offer competitive pricing and will make every effort to meet or beat any Ilcensed and registered mover's quote.
- We are registered with the Better Business Bureau.

We would like to take this opportunity to thank you for considering Access! Movers. We value your business and hope to hear from you soon.

Sincerely yours,

J	ol	Ī	e	a	Π	į	g	a	M	<i>l</i> a

Jolie Tanlgawa , Relocation Consultant

Email Customer: mailformickey@hotmail.com

Estimated weight of shipment: 6123

Stair charge assesed: 1.01

From	:Address:	2421	tab court	City:	sacramento	State:	ca	Zip:	95825
TO:	Address:	613 r	n. avenue d	City:	springtown	State:	tx	Zip:	76082
				et Oire	ections				

		T
Intrac	ro	TO
Intras	LO	

Interstate

Mileage:		Mileage:	
Weight:	6123	Weight:	6123
Percent:	85	Percent:	40
	Get Price		Get/Price*

theck the weather nationwide with MSN Search: Try it now!

Windows Live Spaces is here! It's easy to create your own personal Web site.

ike the way Microsoft Office Outlook works? You'll love Windows Live Hotmail.

Leal, Mario <FMCSA>

From: ml c [mailformickey@hotmail.com]

Sent: Thursday, May 17, 2007 8:28 PM

To: Leal, Mario <FMCSA>

Subject: FW: Updated Quote for Moving.

From: <melissa@accentmovers.com>
Reply-To: <melissa@accentmovers.com>
To: "ml c" <mailformickey@hotmail.com>
Subject: Updated Quote for Moving
Date: Thu, 31 Aug 2006 10:51:54 -0500

Customer Form Saved

<u>Create New Customer | Search Customers | Search Schedule</u> <u>Administrative Options | Long Distance Quick Calculators</u>

> Current Customer Search Records: 5000 Current Customer Booking Records: 3563



Accent Movers

Fort Worth: (817)834-5377 2616 Weaver St. Fort Worth, Tx. 76117 Dallas: (972)264-7767 Tx.DOT # 000537473B

TxDOT - (800)299-1700
Re: Residential Relocation
Customer Identification Number (CID):f3161

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Here is the information you have provided:

first: mickey	last: coogan	
home: 916-717-0262 cell	cell: 916-564-9564	Control to a control to the state of the sta
		EXHIBI

OriginAddress: 2421 tab court	OriginCity: sacramento
OriginState: ca	OriginZip: 95825
FloorAtOrigin: ground	DestinationAddress: 613 n. avenue d
DestinationCity: springtown	DestinationState: tx
DestinationZip: 76082	FloorAtDestination: ground
EmailAddress: mailformickey@hotmail.com	salesperson: jolie
HideABed: 1	Chair: 2
CoffeeTable: 1	EndTable: 2
EntertainmentCtr: 1	TVLess25: 1
TV25to32: 1	AreaRug: 2
GlassTop: 3	CurioCabinet: 1
QueenBed: 1	ChestOfDrawers: 5
PatioTable: 1	PatioChairs: 4
BirdBath: 2	ShelfUnit: 4
ToolchestLarge: 1	BoxUnderFifty: 175
Other: 1-antq. stove, 2-patio rocking chairs, 1-concrete crain, 1-drill press, 1-saw, 1-parsons table w/2wicker stools, 2-ch. lounge, 3-foldup chairs, 1-patio glider w/chairs & table, 4-antq. wooden wagon wheels, 1-wash tub 1691 miles \$1000.00 deposit	company: two

PRICING: JT

This proposal is for listed items and services only, Additional items and services may result in additional costs.

Based on the items listed, if paid by Master Card or VISA, the total quote is: \$5555.00

• If paid by cash, money order, or bank cashier's check, the additional discount is: 10% (move cost only)

IF PAID BY CASH, MONEY ORDER, OF CASHIER'S CHECK, THE GUARANTEED LOWEST COST IS: \$5000.00

Your movers are scheduled to arrive between 8am - 10am on 9/8/2006.

This quote includes the following:

- EXCLUSIVE PICK UP & DELIVERY
- DISASSEMBLY & REASSEMBLY OF STANDARD FURNITURE
- LOADING & UNLOADING
- EXPERIENCED, PROFESSIONAL & COURTEOUS MOVERS
- WE ATTEMPT TO CONTACT YOU WHEN WE'RE IN ROUTE TO YOU
- ADEITIONAL ITEMS ARE THE SAME PRICE ON MOVE DAY AS WREN YOU BOOK YOUR MOVE.

SAME REASONABLE RATES 7 DAYS A WEEK

Accent Movers guarantees the quoted price is binding and will NOT CHANGE as long as the information furnished remains the same.

REMARKS:

- If a guaranteed quote is not shown above, then a list of items was not provided. In order for Accent Movers to provide a guaranteed quote, an itemized list must be available.
- We do ask that payment be made upon arrival at the destination address.
- As required by Tx.DOT, a household goods carrier's liability for loss or damage to cargo is limited to .60 cents per pound per article unless the household goods carrier and shipper agree, in writing, to a higher limit of carrier liability. Such higher limit may be purchased at an additional cost and will be noted and signed for on the contract. This liability of cargo is quite often referenced by moving companies as "Bonded and Insured"
- We do offer competitive pricing and will make every effort to meet or beat any licensed and registered mover's quote.
- We are registered with the Better Business Bureau.

We would like to take this opportunity to thank you for considering Accent Movers. We value your business and hope to hear from you soon.

Sincerely yours,

Jolie Tanigawa

Jolie Tanigawa, Relocation Consultant

Email Customer: mailformickey@hotmail.com

Estimated weight of shipment: 9054.5

Stair charge assesed: 1.01

From	:Address: 2421 tab court	City: sacramento	•	. ,
TO:	Address: 613 n. avenue d	City: springtown	State: tx	Zip: 76082
		Get Directions	•	

9054.5

Intrastate

Interstate Mileage: 9054.5 Weight: Percent:

More photos, more messages, more storage—get 2GB with Windows Live Hotmail.

Mileage:

Weight:

Percent:

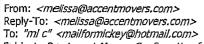
Leal, Mario <FMCSA>

From: ml c [mailformickey@hotmail.com]

Sent: Thursday, May 17, 2007 8:24 PM

To: Leal, Mario <FMCSA>

Subject: FW: Re: Accent Movers Confirmation for move



Subject: Re: Accent Movers Confirmation for move

Date: Thu, 31 Aug 2006 10:52:43 -0500

I just checked with Shane and your total will be \$5000.00. Let me know if you have any questions.

---- Original Message -----

From: mlc

To: melissa@accentmovers.com

Sent: Thursday, August 31, 2006 10:31 AM

Subject: Re: Accent Movers Confirmation for move

i forgot about my x-mas stuff, and some bins in the garage. make the boxes total 175 to be safe. What do we do if i guess over?

From: < melissa@accentmovers.com> Reply-To: < melissa@accentmovers.com> To: "m c" < mailformickey@hotmail.com>

Subject: Re: Accent Movers Confirmation for move

Date: Thu, 31 Aug 2006 10:07:15 -0500

Mickey,

Let me know what we need to add to the list and I'll let you know the cost. It shouldn't be that much because your main cost is the mileage and you've already been charged on that.

---- Original Message -----

From: ml c

To: melissa@accentmovers.com

Sent: Thursday, August 31, 2006 10:03 AM

Subject: RE: Accent Movers Confirmation for move

HI Jolie,

There are many items not listed both that I mentioned to you in conversation and that I didn't recall when we talked. I know there will be from for them but my concern is not knowing the cost. How much more will overages cost me?

Thank You, Mickey

From: < melissa@accentmovers.com> Reply-To: < melissa@accentmovers.com> To: < mailformickey@hotmail.com> Subject: Accent Movers Confirmation for move

Date: Thu, 31 Aug 2006 09:39:47 -0500





(1) SECTION 1 - GENERAL PROVISIONS

HOUSEMOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES

(A) For the purposess of this subsection, the following terms was mean:		
(i) Household great carries the major manier/moves econoacted to tri	assport a stickment of household goods.	
(ii) Shipper-the owner of the bousehold goods shipment or his repres	with the .	
(a) Changes in the service contract are not valid where egreed in i	a writing by the housefull goods excite and the slapke.	
(r) unuscrimit Arteriz (rational and manipular content content to the second section of the section of the second section of the sect	ielich. Kreamiebe despatich requires the transportation et a subment within d	he agreed period of sime shown on the mowing services contract, except when
circumstances beyond the currier's control, force majorie, previous (ii) Moving services contracts must comply with all other applicable lines o	if DRRSY CONTROLLOUP, of that Charles of Yanna	
(2) SECTION 2 CARGO LIABILITY PROVISIONS	it fins princip for ristrant	•
(A) The household goods carrier is liable for any loss or damage to the ship	ment ourset or Estad in milestroproche (6), and (7)	
(ii) The household end it coming is not menorable for less demand, or date	ment, entry of no less an entry of spring to by such (c). A thic to acts of God, acts of civil arithmitiza, defects in the stipuscent, a riot, i	To admiliar we was not as all-facility of this all-language
(C) The household statis carrier is not finish for large or decrease consent in a	ry war to make at those made thelese the chieves modifier the review is unbide.	of the nature of the goods and the carrier agrees, in writing, to the transportation
of these cooks.	raniformer se extremes flores entress the suitable lifetures the certific at satisfic	a) the paring in the finance was the calling officer? It southings to the lesicherisation
(3) SECTION 3 - CLAIM PROVISIONS	•"	•
	of the chiencest to the final devolution. In each of fillian to each a definite.	en a written claim proat be filed by the shipper within Stil days after a massonable time
for delivery has compani.	at our performer in the large material and at 1000 at 1000 a 1000 and 1000	an a mourtain county friends the property friend software and realisments & responsibility (1916)
	hin 90 days of the delivery of the obligation to the final destination. A boursely	old goods carrier is not Dable for any cloim that is not filed within 80 days after a rea
accoming time for delivery like elepted for shipments that were not de	Herenal	wh Routh Citizen is lift meant los with entity mark is alot mich contrat 60 (1912 billion a Life
(4) SECTION 4 - PAYMENT PROVISIONS. The shincer must pay the for	sight charges upon delivery untest the shipper and boosehold goods carrier age	na amanusea
(5) SECTION 6 - PROVISIONS FOR SHIPMENTS NOT DELIVERED.	why e-emfore phose morace I construct the tendent true assessment feeding from the late.	The second of th
(A) A household groots parties may place a stripment of household goods into	through it the chinese of mar positivity for definition of their time are behaviored.	
(8) The cost of much storage is the responsibility of the milioner of the house		- 216
U. A stagment of investigat more overed in all signs supply to bear for a	torsen france and other fruithfelterage	A A
Of A household product angle must cause written notice of the storage of th	anager anguigate as the element of much address planes on the remains purify	on martinest written throw down of naming the greater in atomore
(E) If the physics relates the areast at several claim the horsehild source or	to reconstance general to any surgence of mount magnetic statement and are increasing source. When 16 chairs of this constitute making of intercorps, this becomes like interchange making mix-	er contract record uncervage or pacing one groups at six age. y begin this process of sesting the goods at public bale, as prescribed in Transports-
tion Cotie, Copies 6.	there in the Az an one builtest writte fit stratefor has indication forces that we	A nedlen mei & nesses on session and Coons so known sends see businesses en commissions.
(F) A household goods carries must give written notice of the public sale to	ha shirning or each address planess and the sunders possibles contract	,
(G) The naving services contract does not prohibit the sale of the goods and	or new arthur fourful moreous to the morthod part part in the resolutes (moreous he so:	hadragaranti the same than the same than the same than the same th
the billion and an inches again the ball of the age of the	. and grain product to the titering out forthe and becomen being to too	Soniagno de considerate i j. "
MOVING BUIDELINES 1. It is understood by both parties to	والمراجع	
	hat the move is to be performed at the direction and supervision of t	ne customer.
	cle that cannot be moved safely by two people will be excluded from	tha bat.
3: All boxes to he moved will be tap		fe
4. Customer must remove all valuable	es from funiture and boxes and also any loose pieces from furniture	that could be lost.
	water connections are the final responsibility of the customer.	Ca ₁
	will be the responsibility of the customer to provide such protective	nomelen 4
		thatesid.
	al conditions of electronics and boxed contents are unknown.	
Type of Proposal: Binding 🔾 Not to Exceed 🗇	· · · · · · · · · · · · · · · · · · ·	6
CARRIERS LIABILITY: A househologood carrier's liability for loss of	r damage to any shipment is 60¢ per pound per article unless the ca	rrier shipper agree, in writing, to a greater level of liability.
This proposal is for the listed items and services only. Additional item	us and services may result in additional cost. Additional services ma	y result in charge not accounted for on a proposal.
The first account from which were	Carry to the first of the second and second and the first and built	3 . 3
This is a contract for moving servi	ces and is subject to the terms and conditions on the front and back	3 . 3
(**		of this document and any addendums.
This is a contract for moving sarvi I have read, understand, and agree to the terms of the above:		3 . 3
(**	Customer Signature X 5.7)	of this document and any addendums.
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2. It is company policy that any ar	ticle that cannot be moved safely by two people will be excluded from	n the Bat.
3. All boxes to be moved will be to	ped and sealed top and bottom.	•
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U.S. Department of Transportation Federal Motor Carrier Settly Administration

MOTOR CARRIER IDENTIFICATION REPORT (Application for U.S. DOT Number)

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28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? You:															
29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S) OFFICERS OR PARTNERS AND TITLES (6.9. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED															
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SO. CERTIFICATION STATEMENT (to be completed by an authorized official)															
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Ferm (VCS-150 (Rev. 10-20-2004)

Funitation Date: 07/34/2017

EXHIBIT



ACUFF & GAMBOA, L.L.P.

2501 Parkview Drive, Suite 405 Fort Worth, Texas 76102-5816 Phone: (817) 885-8500

Fax: (817) 885-8504

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January 23, 2009

TO:

Nancy Jackson

VIA FAX: 303-407-2339

FROM:

John L. Gamboa

RE:

No. FMCSA-2007-0089

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

NUMBER OF PAGES INCLUDING COVER PAGE: 7

SPECIAL MESSAGE:

Enclosed you will please find a file-marked copy of the Defendant's Original Answer with regard to the above matter. Should you have any questions or concerns please advise the office.

Original will follow via:	Original will not follow
Regular Mail	
Overnight Delivery	
Hand Delivery	
Certified Mail RRR	

CONFIDENTIALITY NOTE: The documents accompanying this telefax transmission contain information belonging to ACUFF & GAMBOA, LLP that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any examination, disclosure, copying, distribution or taking of any action in reliance on, or with respect to, the contents of this telecopier information is strictly prohibited. If you have received this telefax in error, please immediately notify the person identified as the sending person by telephone at the number set forth above to arrange for return of the original documents to us.

No offered

UNITED STATES DEPARTMENT OF TRANSPORTATION OFFICE OF HEARINGS WASHINGTON, DC

In the Matter of

ACCENT MOVERS, INC.

Respondent.

Docket No. FMCSA-2007-0089 (Federal Motor Carrier Safety Administration)

RESPONDENT'S ANSWER'S TO FIRST REQUEST FOR ADMISSIONS

TO: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FROM: ACCENT MOVERS, INC.

REQUEST NO. 1 - Admit that you did not have authority/registration from the United States Department of Transportation (as those terms are defined and used in 49 U.S.C. §§ 13901 et. Seq. And 49 C.F.R. §§ 390.5 and 392.9a(a) as a broker and/or interstate motor career in August or September 2006.

1. RESPONSE: Admit.

REQUEST NO. 2 - Admit that you applied to the United States Department of Transportation for authority / registration (as those terms are defined and used in 49 U.S.C. §§ 13901 et. seq. And 49 C.F.R. §§ 390.5 and 392.9a(s)) as an interstate motor carrier in 1997 and were granted a Certificate

of Registration on or about December 24, 1997.

2. **RESPONSE**: Admit.

REQUEST NO. 3 - Admit that the United State Department of Transportation served on you a Notice of Investigation for Revocation of Authority on or about April 24, 1998.

3. **RESPONSE:** Respondent has made a diligent search for the notice, but can not find same, consequently can not admit nor deny.

REQUEST NO. 4 - Admit that your authority / registration (as those terms are defined and used in 49 U.S.C. §§ 13901 et. seq. and 49 C.F.R. §§ 390.5 and 392.9a(a)) from the United States

Department of Transportation as an interstate motor carrier was revoked on or about June 16, 1998 and has never been reinstate.

4. RESPONSE: Admit.

REQUEST NO. 5 - Admit that in 2006 you used owner/operators under lease agreements to transport household good in interstate commerce.

5. **RESPONSE:** Deny.

REQUEST NO. 6 - Admit that Mark Moreno was your employee in September 2006.

6. RESPONSE: Deny

REQUEST NO. 7 - Admit that the document attached and identified as <u>Exhibit 1</u> to this Request for Admissions was written and signed by Shane Gibson on or about May 17, 2007.

7. RESPONSE: Admitted as to the personal truth of Shane Gibson.

REQUEST NO. 8 - Admit that the document attached and identified as Exhibit 2 to this Request for Admissions was reviewed and signed by Shane Gibson on or about May 17, 2007.

8. **RESPONSE:** Admitted signed but not reviewed.

REQUEST NO. 9 - Admit that in 2006 and 2007 your website advertising stated that Accent Motors, Inc. is a moving company specializing in relocation offices, home, and apartments in the DFW area as well as all over the country.

9. **RESPONSE:** Deny.

REQUEST NO. 10 - Admit that the document attached and identified as <u>Exhibit 3</u> to this Request for Admissions is a fair and accurate printout of the information from your website in July 2007.

10. **RESPONSE:** Admitted, but old website should have been changed to eliminate interstate reference.

REQUEST NO. 11 - Admit that on or about August 31, 2006 you provided a binding estimate to shipper Coogan for the transportation of household goods from California to Texas.

11. RESPONSE: Deny.

REQUEST NO. 12 - Admit that the document attached and identified as <u>Exhibit 4</u> to this Request for Admissions is a fair and accurate printout of the binding estimate you made to shipper Coogan.

12. RESPONSE: Deny.

REQUEST NO. 13 - Admit that the document attached and identified as Exhibit 5 to this Request for Admissions subject line "Accent Mover Confirmation for move" is a fair and accurate printout of the email transmission of the binding estimate you made to shipper Coogan.

13. RESPONSE: Deny.

REQUEST NO. 14 - Admit that the documents attached and identified as Exhibit 6 to this Request for Admissions are fair and accurate printouts of the email communications between you and shipper Coogan on or about August 31, 2006.

14. RESPONSE: Admit.

REQUEST NO. 15 - Admit that the documents attached and identified as Exhibit 7 to this Request for Admissions are fair and accurate copies of your Household Goods Proposal and Contract of Moving Services for shipper Coogan.

15. **RESPONSE**: Admit.

REQUEST NO. 16 - Admit that the document attached and identified as <u>Exhibit 8</u> to this Request for Admissions is a fair and accurate copy of the Motor Carrier Identification Report filed by you with the United States Department of Transportation, Federal Motor Carrier Safety Administration in March 2006.

16. RESPONSE: Admit.

Respectfully submitted,

ACUFF & GAMBOA, L.L.F.

John L. Gamboa

State Bar No. 07606000

2501 Parkview Drive, Suite 405

Fort Worth, TX 76102

(817) 885-8500

FAX (817) 885-8504

ATTORNEY FOR RESPONDENT

CERTIFICATE OF SERVICE

This is to certify that the above and foregoing instrument has been served on the following in accordance with the applicable rules on this the 23rd day of January, 2009:

Joanne A. Cisneros, Texas Division Administrator U.S. Department of Transportation Federal Motor Carrier Safety Administration 903 San Jacinto Blvd.
Austin, Texas 78701
Certified Mail RRR

Nancy Jackson
Office of Chief Counsel
Federal Motor Carrier Safety Administration
Western Service Center
12600 West Colfax Avenue, Suite B-300
Lakewood, CO 80215
VIA FAX: 303-407-2339

Darrell L. Ruban
Field Administrator
c/o Paula Smith
Federal Motor Carrier Safety Administration
Southern Service Center
1800 Century Blvd, Suite 1700
Atlanta, GA 30345-3104
Certified Mail RRR

BY:

Page 6 of 6

BEFORE THE UNITED STATES DEPARTMENT OF TRANSPORTATION OFFICE OF HEARINGS WASHINGTON, D.C.

Docket No. FMCSA-2007-0089
(Southern Service Center)

FIRST SET OF INTERROGATORIES

To: Accent Movers, Inc.

From: Federal Motor Carrier Safety Administration

Pursuant to Pursuant to 49 C.F.R. § 386.42 of the Rules of Practice for Motor Carrier, Broker, Freight Forwarder, and Hazardous Materials Proceedings, the Claimant through his counsel requests that you, within thirty days, answer the following interrogatories under oath to the Field Administrator through his attorney of record at 12600 West Colfax Avenue, Suite B-300, Lakewood, Colorado 80215.

Instructions

a. Each interrogatory is to be answered separately and fully in writing under oath unless it is objected to, in which event the grounds for objection shall be stated and signed by the party, or counsel for the party, if represented, making the response. An





interrogatory otherwise proper is not necessarily objectionable merely because an answer to the interrogatory involves an opinion or contention that relates to fact or the application of law to fact. If, in answer to these interrogatories, you encounter any ambiguities construing a question, instruction, or definition, set forth the matter deemed ambiguous and the construction used in answering.

- b. Each Interrogatory should be answered upon your entire knowledge from all sources and all information in your possession or otherwise available to you, including information from your officers, employees, agents, representatives or consultants and information which is known by each or any of them.
- c. If any answer is qualified, state specifically the terms of each qualification and the reasons for it. If an interrogatory cannot be answered in full, state the part which can be answered and answer the same in full to the extent possible; state further and specifically the reason(s) why the remainder cannot be answered.
- d. If any Interrogatory may be answered fully by a document, the document may be attached in lieu of an answer if the document is marked to refer to the Interrogatory to which it responds.
- e. Each Interrogatory is considered continuing, and if Respondent obtains information which renders its answers on one or more of them incomplete or inaccurate, Respondent is obligated to promptly serve amended answers.

Definitions

As used in these interrogatories, the following terms are to be interpreted with these definitions:

- a. "You" "your" and "Respondent" as used herein refer to Accent Movers, Inc., the respondent in this proceeding and includes all employees, agents and representatives.
- b. "Document" and "Documents" shall include, regardless of origin or location, all writings and records of any kind, drafts, copies or originals, including paper documents and electronic documents maintained on a local or a remotely located computer, the information stored in any electronic medium such as a hard drive, computer tape, solid state memory, flash drive, floppy discs, and all paper copies which are, or have been, within the possession, custody, or control of, or within the knowledge of, Respondent and/or its employees, agents, consultants, or experts. The descriptions of documents, records, or papers specified in these interrogatories are for convenient reference and identification and are intended to apply to the items named regardless of what the records are called in individual companies and regardless of the record media.
- c. "Identify" and/or "state the identity of" with reference to individuals or persons means state the name, identifying information, identifying description, job title, job description, and current or last known business and home address, work and home telephone numbers.
- d. "Identify" with reference to documents means state the date of the document, the type of document, the names and present addresses of the person or persons who prepared the document and of the signers and addressees of the document, the present location of the document, the name and current business and home addresses of the present custodians of the original document and any copies of it, a summary of the

contents of the document, and if the original document was destroyed, the date and reasons for or circumstances under which it was destroyed.

- e. "Person" "persons" "people" and "individual" means any natural person, group of natural persons, all federal, state, county, municipal and other governmental units, agencies or public bodies, as well as firms, companies, corporations, partnerships, proprietorships, joint ventures, organizations, groups of natural persons or other associations or entities separately identifiable whether or not such associations or entities have separate legal existence in their own right.
- f. "Describe" used in connection with any situation, circumstance, act, occurrence, or physical fact, shall include but not be limited to the following: the identify of every person known to have been involved or to have witnessed the situation, circumstance, act, occurrence, or physical fact, relevant date or dates, and a description of any documents, records or things documenting or involved in such situation, circumstances, act or occurrence.
- g. "Relate" or "relating to" means referring to, concerning in any way, being evidence of, or memorializing all or any portion of the specified facts, contentions, or matter referenced.
 - h. As used herein, singular pronouns also include the plural.
- i. "And" "or" and "and/or" shall be construed as broadly as possible so that information otherwise within the scope of the request is not excluded.

INTERROGATORIES

INTERROGATORY NO. 1 – Identify all persons answering or supplying information in answering these interrogatories.

INTERROGATORY NO. 2 – Identify the date and state of incorporation of Accent Movers, Inc., all officers, members and directors, all employees responsible for compliance with Federal statutes and regulations related to the transportation of property including household goods in interstate commerce, and all any fictitious business name(s) used by Accent Movers, Inc.

INTERROGATORY NO. 3 – Identify all witnesses you intend to call at hearing, including any witness expected to give opinion testimony specifically including expert witness(es), and provide a narrative summary of expected testimony for each witness.

INTERROGATORY NO. 4 – Identify all exhibits you intend to introduce at hearing and identify the witness who will be used to introduce the exhibit.

INTERROGATORY NO. 5 – Describe in detail any and all involvement you had in the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006.

INTERROGATORY NO. 6 – Describe in detail any and all relationship, employment and/or association you have had and/or currently have with Mark Moreno. Identify any and all job positions held by Mark Moreno with you including dates of employment, job title(s), and job description(s).

INTERROGATORY NO. 7 – Provide detailed identification and contact information for Mark Moreno including, but not limited, to full name, date of birth, driver's license number, current business and home addresses and telephone numbers.

INTERROGATORY NO. 8 – Explain and describe in detail the reasons for, circumstances of, and process used for your "referral" of the move for shipper Coogan to Mark Moreno. Identify any and all documents associated with your "referral" of the move for shipper Coogan to Mark Moreno.

INTERROGATORY NO. 9 – Identify the motor carrier United States Department of Transportation (USDOT) number and Motor Carrier (MC) number for Mark Moreno and any and all motor carrier entity(ies) and/or operations by which Mark Moreno was and/or is employed. Specifically identify the USDOT number and MC number for the motor carrier entity employing Mark Moreno in September 2006 when you "referred" the move of household goods for shipper Coogan.

INTERROGATORY NO. 10 – Explain and describe in detail any and all steps and inquiries you made to determine the motor carrier registration status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

INTERROGATORY NO. 11 – Explain and describe in detail any and all basis and support for your statement "Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past".

INTERROGATORY NO. 12 – Explain and describe in detail any and all information you had regarding Mark Moreno, any employer of Mark Moreno, any motor carrier associated with Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

INTERROGATORY NO. 13 – Identify, explain and describe in detail any and all shipments, transportations, and/or moves of household goods you "referred" to Mark Moreno prior to the Coogan move in September 2006.

INTERROGATORY NO. 14 – Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form received by you from any source(s), person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative(s)), Mark Moreno and/or any person or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

INTERROGATORY NO. 15 – Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form paid by you to any person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative), Mark Moreno and/or any person and/or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the transportation of household goods for shipper Coogan in or about September 2006.

INTERROGATORY NO. 16 – Identify any other motor carrier(s), motor carrier entity(ies), broker(s), broker entity(ies), and/or household goods moving entity(ies) in which Shane Gibson has a financial interest in and/or management position held with. Include the USDOT number and MC number for any and all identified entity(ies). Identify and describe in detail any and all relationship(s), association(s) and/or agreement(s) between you and any identified entity(ies).

INTERROGATORY NO. 17 – Identify any and all relationship(s), association(s), contract(s), leasing arrangements, and/or agreement(s) between you and any

owner/operator(s), motor carrier(s), motor carrier entity(ies), broker(s), and/or broker entity(ies). Include the USDOT number and MC number for any and all identified entity(ies).

Attorneys for the Claimant

Date: January 8, 2009

By:

Nancy Jackson

Office of Chief Counsel

Federal Motor Carrier Safety Administration 12600 West Colfax Avenue, Suite B-300

Lakewood, Colorado 80215

303-407-2363

303-407-2339 (Fax)

CERTIFICATE OF SERVICE

This is to certify that on the 8th of January 2009, the undersigned served, as specified, the designated number of copies of Claimant's First Set of Interrogatories to each of the parties listed below:

John L. Gamboa	Original
Acuff Ganboa & White, L.L.P.	Federal Express
Attorneys for Respondent	FedEx # 7972 3114 8791
2501 Parkview Drive, Suite 405	
Fort Worth, Texas 76102-5816	
Joanne A. Cisneros	One Copy
Division Administrator	Internal Mail
Federal Motor Carrier Safety Administration	
Texas Division	
903 San Jacinto Blvd.	
Austin, Texas 78701	
Nancy Jackson	One Copy
Office of Chief Counsel	Internal Mail
Federal Motor Carrier Safety Administration	
Western Service Center	
12600 West Colfax Avenue, Suite B-300	
Lakewood, CO 80215	
Darrell L. Ruban	One Copy
Field Administrator	Federal Express
c/o Paula Smith	FedEx # 7972 3122 9424
Federal Motor Carrier Safety Administration	
Southern Service Center	
1800 Century Blvd	
Suite 1700	
Atlanta, GA 30345	

Jan Jallon

UNITED STATES DEPARTMENT OF TRANSPORTATION OFFICE OF HEARINGS WASHINGTON, DC



4/16/09

IB/

In the Matter of

ACCENT MOVERS, INC.

Respondent.

Docket No. FMCSA-2007-0089

(Federal Motor Carrier Safety Administration)

RESPONDENT'S RESPONSES TO FMCSA'S FIRST SET OF INTERROGATORIES

TO: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FROM: ACCENT MOVERS, INC.

INTERROGATORY NO. 1 - Identify all persons answering or supplying information in answering these interrogatories.

RESPONSE:

Shane Gibson

2616 Weaver Road

Haltom City, Texas, 76117

INTERROGATORY NO. 2 - Identify the date and state of incorporation of Accent Movers, Inc., all officers, members and directors, all employees responsible for compliance with Federal statutes and regulations related to the transportation of property including household goods interstate commerce, and all any fictitious business name(s) used by Accent Movers, Inc.

RESPONSE: Attached.

INTERROGATORY NO. 3 - Identify all witnesses you intend to call at hearing, including any witness expected to give opinion testimony specifically including expert witness(es), and provide a narrative summary of expected testimony for each witness.

RESPONSE: Shane Gibson.

INTERROGATORY NO. 4 - Identify all exhibits you intend to introduce at hearing and identify the witness who will be used to introduce the exhibit.

RESPONSE: NONE

INTERROGATORY NO. 5 - Describe in detail any and all involvement you had in the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006.

RESPONSE: Just scheduled the move.

INTERROGATORY NO. 6 - Describe in detail any and all relationship, employment and/or association you have had and/or currently have with Mark Moreno. Identify any and all job positions held by Mark Moreno with you including dates of employment, job title(s) and job description(s).

RESPONSE: Referred moves to Mark Moreno only.

INTERROGATORY NO. 7 - Provide detailed identification and contact information for Mark Moreno including, but not limited, to full name, date of birth, driver's license number, current business and home address and telephone numbers.

RESPONSE: Mark Moreno

INTERROGATORY NO. 8 - Explain and describe in detail the reasons for, circumstances of, and process used for your "referral" of the move for shipper Coogan to Mark Moreno. Identify any and all documents associated with your "referral" of the move for shipper Coogan to Mark Moreno.

RESPONSE: Referred movers in the past to Mark Moreno with no problems.

INTERROGATORY NO. 9 - Identify the motor carrier United States Department of Transportation (USDOT) number and Motor Carrier (MC) number for Mark Moreno and any and all motor carrier entity(ies) and/or operations by which Mark Moreno was and/or is employed. Specifically identify the USDOT number and MC number for the motor carrier entity employing Mark Moreno in September 2006 when you "referred" the move of household goods for shipper Coogan.

RESPONSE: Such information is not known by Respondent.

INTERROGATORY NO. 10 - Explain and describe in detail any and all steps and inquiries you made to determine the motor carrier registration status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

RESPONSE: He informed Respondent he was capable of moving the shipment.

INTERROGATORY NO. 11 - Explain and describe in detail any and all basis and support for your statement "Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past".

RESPONSE: Shipment were given to him in the past without any problems.

INTERROGATORY NO. 12 - Explain and describe in detail any and all information you had regarding Mark Moreno, any employer of Mark Moreno, any motor carrier associated with Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

RESPONSE: None as Respondent had dealt with Mr. Moreno in the past.

INTERROGATORY NO. 13 - Identify, explain and describe in detail any and all shipments, transportation, and/or moves of household goods you "referred" to Mark Moreno prior to the Coogan move in September 2006.

RESPONSE: Respondent referred elntrastate moves to Mr. Moreno, and does not know the exact number at this time.

INTERROGATORY NO. 14 - Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form received by you from any source(s), person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative(s)), Mark Moreno and/or any person or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

RESPONSE: Mark Moreno never paid Respondent any sums for the shipment.

INTERROGATORY NO. 15 - Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form paid by you to any person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative), Mark Moreno and/or any person and/or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the transportation of household goods for shipper Coogan in or about September 2006.

RESPONSE: Respondent paid Mark Moreno the sums received from the shipper.

INTERROGATORY NO. 16 - Identify any other motor carrier(s), motor carrier entity(ies), broker(s), broker entity(ies), and/or household goods moving entity(ies) in which Shane Gibson has a financial interest in and/or management position held with. Include the USDOT number and MC number for any and all identified entity(ies). Identify and describe in detail any and all relationship(s), association(s) and/or agreement(s) between you and any identified entity(ies).

RESPONSE: NONE

INTERROGATORY NO. 17 - Identify any and all relationship(s), association(s), contract(s), leasing arrangements, and/or agreements between you and any owner/operator(s), motor carrier(s), motor carrier entity(ies), broker(s), and/or broker entity(ies). Include the USDOT number and MC number for any and all identified entities.

RESPONSE: NONE

Respectfully submitted, ACUFF & GAMBOA, L.L.P.

John L. Gamboa

State Bar No. 07606000

2501 Parkview Drive, Suite 405

Fort Worth, TX 76102

(817) 885-8500

FAX (817) 885-8504

ATTORNEY FOR RESPONDENT

CERTIFICATE OF SERVICE

This is to certify that the above and foregoing instrument has been served on the following in accordance with the applicable rules on this the day of 2009:

Joanne A. Cisneros, Texas Division Administrator U.S. Department of Transportation Federal Motor Carrier Safety Administration 903 San Jacinto Blvd.
Austin, Texas 78701
Certified Mail RRR

Nancy Jackson
Office of Chief Counsel
Federal Motor Carrier Safety Administration
Western Service Center
12600 West Colfax Avenue, Suite B-300
Lakewood, CO 80215
VIA FAX: 303-407-2339

Darrell L. Ruban Field Administrator c/o Paula Smith

John L. Gamboa

Federal Motor Carrier Safety Administration Southern Service Center 1800 Century Blvd, Suite 1700 Atlanta, GA 30345-3104 Certified Mail RRR

BY:



The State of Texas

SECRETARY OF STATE
CERTIFICATE OF INCORPORATION

OF

ACCENT MOVERS, INC.

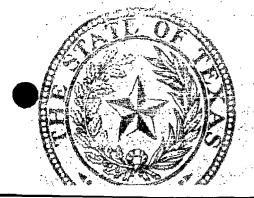
CHARTER NO.# 1109119

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946," the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated MARCH 27 .19 89



art of faire

Secretary of State

ARTICLES OF INCOMPASSION

in the cities of the Secretary of State of Texas

OF your

MAR 27-1989 -

ACCENT MOVERS, INC.

Corporations Section

I, Lee M. Smith the undersigned natural person of the age of twenty-one years or more, a citizen of the State of Texas, acting as the Incorporator of ACCENT MOVERS, INC. under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is ACCENT MOVERS, INC ..

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which this corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the laws of the State of Texas.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have the authority to issue is 10,000 shares, each with a par value of No par.

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00), consisting of money, labor done, or property actually received, which sum shall not be less than One Thousand Dollars (\$1,000).

ARTICLE SIX

The address of the corporation's initial registered office and the name of its initial registered agent at such address is:

N	a	m	e

Addiess

Allen D'Shane Gibson

1244 Southridge Court, Suite 182, Hurst, TX 76853

ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is, and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

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0	-		20,00

Address

Allen D'Shane Gibson

2311 East Loop 828 North, Fort Worth, Texas 76118

Mandy Carpenter

2311 East Loop 820 North, Fort Worth, Texas 76118

ARTICLE EIGHT

The name and address of the Incorporator is:

Name

Address

Lee M. Smith

1244 Southridge Court,

Suite 102, Hurst, Texas 76053

IN WITNESS WHEREOF, I have thereunto set my hand this day of March, 1989.

Smith, Incorporator

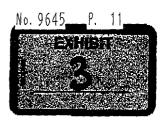
THE STATE OF TEXAS

COUNTY OF Tarrant

a notary public, hereby certify that on this day of March, 1989 personally appeared before me, Lee M. Smith who being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true to the best of his knowledge and belief.

County, Texas

Commission Expires:



MINUTES OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

The organization meeting of directors was held at 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053 on April 2, 1989 at 4:00 P.M.

The following were present

Shane Gibson

Mandy Carpenter

being all the directors of the corporation.

Shane Gibson was appointed chairman of the meeting and mandy Carpenter was appointed secretary.

The secretary then presented and read to the meeting the waiver of notice of the meeting, subscribed by all the directors named in the articles of incorporation, and it was ordered that it be appended to the minutes of the meeting.

The secretary then presented and read to the meeting a copy of the articles of incorporation and reported that on the original thereof was filed in the office of the Secretary of State of the State of Texas and that the Secretary of State issued a formal Certificate of Incorporation to the company on that date. The secretary presented the Certificate of Incorporation annexed to an approved duplicate of the articles of incorporation as filed and it was ordered appended to the minutes of the meeting.

The secretary then presented to the meeting the resignation of all the directors of the corporation, and it was ordered that they be filed with the minutes of the meeting.

RESOLVED that the resignation of directors as presented to the meeting are hereby approved and accepted and they are to take affect at the close of the organization meeting.

The chairman then stated that nominations were in order for election of directors of the corporation to hold office until the first annual meeting of shareholders and until their successors shall be elected and shall qualify.

The following persons were nominated:

Shane Gibson

Mandy Carpenter

No further nominations being made nominations were closed and a vote was taken.

After the vote had been counted, the chairman declared that the foregoing named nominees were elected directors of the corporation. The chairman then stated that the newly elected directors would assume their responsibilities immediately.

The secretary then presented a proposed form of by-laws prepared by

counsel to the corporation. The proposed by-laws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the by-laws of the corporation and ordered appended to the minutes of the meeting.

The chairman of the meeting then called for the election of officers of the corporation. The following persons were nominated to the office preceding their name:

president Shane Gibson

vice-president

secretary Mandy Carpenter

treasurer

No further nominations being made the nominations were closed and the directors proceeded to vote on the nominees. The chairman announced that the foregoing nominees were elected to the offices set before their respective names.

The secretary submitted to the meeting a seal proposed for use as the corporate seal, a specimen share certificate proposed for use as the corporate certificate for shares the corporate record book, and the share transfer ledger. Upon motion duly made, seconded and carried, it was

RESOLVED, that the seal now presented at this meeting, an impression of which is directed to be made in the minutes of this meeting, be and the same hereby is adopted as the seal of the corporation, and further

RESOLVED, that the specimen share certificate presented to this meeting be and hereby is adopted as the form of certificate for shares to be issued to represent shares in the corporation, and further

RESOLVED, that the corporate record book, including the share transfer ledger, be and hereby is adopted as the record book and share transfer ledger of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the treasurer of the corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the corporation and to reimburse any person who has made any disbursement therefor.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that an office of the corporation be established and maintained at in the City of State of and that meetings of the board of directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that for the purpose of authorizing the corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this corporation to transact business, the proper officers of this corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the corporation to transact business therein.

The chairman then stated that it was desirable to designate a depository for the funds of the corporation. Thereupon, on motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with

located at and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

The secretary then presented to the meeting a written proposal from and addressed to this corporation.

Upon motion duly made, seconded and carried, the said proposal was ordered filed with the secretary, and he was requested to append a copy of the proposal to the minutes.

The proposal was taken up for consideration and the following resolution was on motion unanimously adopted

WHEREAS, a written proposal has been made to this corporation which proposal has been appended to these minutes, and

WHEREAS, in the judgment of the board of directors the assets proposed to be transferred to the corporation are reasonably worth the amount of the consideration demanded therefor, and that it is in the best interests of this corporation to accept the said offer as set forth in said proposal,

NOW THEREFORE, IT IS RESOLVED that said offer, as set forth in said proposal, be and the same hereby is approved and accepted, and that in accordance with the terms thereof, this corporation shall as full payment for said property issue to said offeror(s) or nominee(s) fully paid and non-assessable shares of this corporation, and it is

FURTHER RESOLVED, that upon the delivery to this corporation of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to this corporation, the officers of this corporation are authorized and directed to execute and deliver the certificate or certificates for such shares as are required to be issued and delivered on acceptance of said offer in accordance with the foregoing.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the board of directors of the corporation be, and it hereby is, authorized to issue from time to time the authorized shares of capital stock of the corporation for money paid labor done or personal property or real estate or leases thereof actually acquired by the corporation, upon such terms as the board of directors in its discretion may determine-

Upon motion duly made, seconded and carried, it was

RESOLVED, that the corporation proceed to carry on the business for which it was incorporated, and further

RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: April 2, 1989

chairman

Mandy Carputer

A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

Waiver of notice of the meeting Certificate of Incorporation and articles of incorporation Resignation of directors By-laws Specimen share certificates Resolution designating depository of funds WAIVER OF NOTICE OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

We, the undersigned, being all the directors named in the articles of incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053

Date of meeting April 2,1989

Time of meeting 4:00 p.m.

Mary Carpenter

Dated:

ACUFF & GAMBOA, L.L.P.

2501 Parkview Drive, Suite 405 Fort Worth, Texas 76102-5816 Phone: (817) 885-8500

Fax; (817) 885-8504

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6 B	Д.	В	IH

February 24, 2009

TO:

Nancy Jackson

303-407-2339

FROM:

Tamara Null, Legal Assistant to John L. Gamboa

RE:

Docket No. FMCSA-2007-0089; In the Matter of Accent Movers, Inc.,

Respondent

NUMBER OF PAGES INCLUDING COVER PAGE:

SPECIAL MESSAGE:

 Original will follow via:	Original will not follow
 Regular Mail	
 Overnight Delivery	
 Hand Delivery	
 Certified Mail RRR	

CONFIDENTIALITY NOTE: The documents accompanying this telefax transmission contain information belonging to ACUFF & GAMBOA, LLP that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any examination, disclosure, copying, distribution or taking of any action in reliance on, or with respect to, the contents of this telecopier information is strictly prohibited. If you have received this telefax in error, please immediately notify the person identified as the sending person by telephone at the number set forth above to arrange for return of the original documents to us.

6/16/69



ACUFF & GAMBOA, L.L.P.

ATTORNEYS AT LAW
PARK PLAZA BUILDING
2501 PARKVIEW DRIVE, SUITE 405
FORT WORTH, TEXAS 76102-5816

817/885-8500

FAX 817/885-8504

February 25, 2009

Sent via Fax 303-407-2339

Nancy Jackson Federal Motor Carrier Safety Western Service Center 12600 W. Colfax Ave., Suite B300 Denver, CO 80215

RE: Docket No. FMCSA-2007-0089; In the Matter of Accent Movers, Inc.

Dear Ms. Jackson:

Enclosed please find the original and one copy of Respondent's Responses to FMCSA'S First Set of Interrogatories and Respondent's Responses to FMCSA'S First Request for Production of Documents.

Very truly yours,

Tamara Null, CLA
Legal Assistant for

JOHN L. GAMBOA

JLG/tn Enclosures

cc: ONE COPY

Sent via CMRRR 7007 0710 0004 7456 8466

Darrell L. Ruban, Field Administrator Federal Motor Carrier Safety Administration Southern Service Center 1800 Century Blvd., Suite 1700 Atlanta, GA 30345

Sent via CMRRR 7007 0710 0004 7456 8473

Joanne A. Cisneros
Texas Division Administrator
Federal Motor Carrier Safety Administration 903 San Jacinto Blvd.
Austin, TX 78701

Sent via Fax 202-366-7536
The Honorable Richard C. Goodwin

UNITED STATES DEPARTMENT OF TRANSPORTATION OFFICE OF HEARINGS WASHINGTON, DC

In the Matter of ACCENT MOVERS, INC. Respondent.	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	Docket No. FMCSA-2007-0089 (Federal Motor Carrier Safety Administration)
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RESPONDENT'S RESPONSES TO FMCSA'S FIRST SET OF INTERROGATORIES

TO: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FROM: ACCENT MOVERS, INC.

INTERROGATORY NO. 1 - Identify all persons answering or supplying information in answering these interrogatories.

RESPONSE:

Shane Gibson

2616 Weaver Road

Haltom City, Texas, 76117

INTERROGATORY NO. 2 - Identify the date and state of incorporation of Accent Movers, Inc., all officers, members and directors, all employees responsible for compliance with Federal statutes and regulations related to the transportation of property including household goods interstate commerce, and all any fictitious business name(s) used by Accent Movers, Inc.

RESPONSE: Attached.

INTERROGATORY NO. 3 - Identify all witnesses you intend to call at hearing, including any witness expected to give opinion testimony specifically including expert witness(es), and provide a narrative summary of expected testimony for each witness.

RESPONSE: Shane Gibson.

INTERROGATORY NO. 4 - Identify all exhibits you intend to introduce at hearing and identify the witness who will be used to introduce the exhibit.

RESPONSE: NONE

INTERROGATORY NO. 5 - Describe in detail any and all involvement you had in the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006.

RESPONSE: Just scheduled the move.

INTERROGATORY NO. 6 - Describe in detail any and all relationship, employment and/or association you have had and/or currently have with Mark Moreno. Identify any and all job positions held by Mark Moreno with you including dates of employment, job title(s) and job description(s).

RESPONSE: Referred moves to Mark Moreno only.

INTERROGATORY NO. 7 - Provide detailed identification and contact information for Mark Moreno including, but not limited, to full name, date of birth, driver's license number, current business and home address and telephone numbers.

RESPONSE: Mark Moreno

INTERROGATORY NO. 8 - Explain and describe in detail the reasons for, circumstances of, and process used for your "referral" of the move for shipper Coogan to Mark Moreno. Identify any and all documents associated with your "referral" of the move for shipper Coogan to Mark Moreno.

RESPONSE: Referred movers in the past to Mark Moreno with no problems.

INTERROGATORY NO. 9 - Identify the motor carrier United States Department of Transportation (USDOT) number and Motor Carrier (MC) number for Mark Moreno and any and all motor carrier entity(ies) and/or operations by which Mark Moreno was and/or is employed. Specifically identify the USDOT number and MC number for the motor carrier entity employing Mark Moreno in September 2006 when you "referred" the move of household goods for shipper Coogan.

RESPONSE: Such information is not known by Respondent.

INTERROGATORY NO. 10 - Explain and describe in detail any and all steps and inquiries you made to determine the motor carrier registration status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

RESPONSE: He informed Respondent he was capable of moving the shipment.

INTERROGATORY NO. 11 - Explain and describe in detail any and all basis and support for your statement "Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past".

RESPONSE: Shipment were given to him in the past without any problems.

INTERROGATORY NO. 12 - Explain and describe in detail any and all information you had regarding Mark Moreno, any employer of Mark Moreno, any motor carrier associated with Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

RESPONSE: None as Respondent had dealt with Mr. Moreno in the past.

INTERROGATORY NO. 13 - Identify, explain and describe in detail any and all shipments, transportation, and/or moves of household goods you "referred" to Mark Moreno prior to the Coogan move in September 2006.

RESPONSE: Respondent referred Intrastate moves to Mr. Moreno, and does not know the exact number at this time.

INTERROGATORY NO. 14 - Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form received by you from any source(s), person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative(s)), Mark Moreno and/or any person or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

RESPONSE: Mark Moreno never paid Respondent any sums for the shipment.

INTERROGATORY NO. 15 - Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form paid by you to any person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative), Mark Moreno and/or any person and/or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the transportation of household goods for shipper Coogan in or about September 2006.

RESPONSE: Respondent paid Mark Moreno the sums received from the shipper.

INTERROGATORY NO. 16 - Identify any other motor carrier(s), motor carrier entity(ies), broker(s), broker entity(ies), and/or household goods moving entity(ies) in which Shane Gibson has a financial interest in and/or management position held with. Include the USDOT number and MC number for any and all identified entity(ies). Identify and describe in detail any and all relationship(s), association(s) and/or agreement(s) between you and any identified entity(ies).

RESPONSE: NONE

INTERROGATORY NO. 17 - Identify any and all relationship(s), association(s), contract(s), leasing arrangements, and/or agreements between you and any owner/operator(s), motor carrier(s), motor carrier entity(ies), broker(s), and/or broker entity(ies). Include the USDOT number and MC number for any and all identified entities.

RESPONSE: NONE

Respectfully submitted, ACUFF & GAMBOA, L.L.P.

John L. Gamboa

State Bar No. 07606000

2501 Parkview Drive, Suite 405

Fort Worth, TX 76102

(817) 885-8500

FAX (817) 885-8504

ATTORNEY FOR RESPONDENT

CERTIFICATE OF SERVICE

This is to certify that the above and foregoing instrument has been served on all attorneys of record in the above styled and numbered cause in accordance with the applicable rules on this the 25th day of February, 2009.

SERVICE LIST

ONE COPY

Sent via Fax 303-407-2339

Nancy Jackson Federal Motor Carrier Safety Western Service Center 12600 W. Colfax Ave., Suite B300 Denver, CO 80215

Sent via CMRRR 7007 0710 0004 7456 8466

Darrell L. Ruban, Field Administrator Federal Motor Carrier Safety Administration Southern Service Center 1800 Century Blvd., Suite 1700 Atlanta, GA 30345

Sent via CMRRR 7007 0710 0004 7456 8473

Joanne A. Cisneros Texas Division Administrator Federal Motor Carrier Safety Administration 903 San Jacinto Blvd. Austin, TX 78701

Sent via Fax 202-366-7536
The Honorable Richard C. Goodwin Administrative Law Judge Office of Hearings, M-20 U.S. Department of Transportation 400 Seventh Street, S.W., Room 5411 Washington, DC 20590

John L. Gamboa

VERIFICATION

THE STATE OF TEXAS

§

COUNTY OF TARRANT

8

On this day came before me, the undersigned Notary Public, Shane Gibson, and after being duly sworn stated under oath that he is the Respondent in this action; that he has read the above Response to Interrogatories, and that the responses to Interrogatories are within his personal knowledge and are true and correct.

Shane Gibson

SUBSCRIBED AND SWORN TO before me on this the 25th day of February 2009, to certify which witness my hand and seal of office.

TAMARA NULL NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 04-08-2012

Tamara Null

NOTARY PUBLIC, STATE OF TEXAS







The State of Texas

SECRETARY OF STATE CERTIFICATE OF INCORPORATION

OF

ACCENT MOVERS, INC.

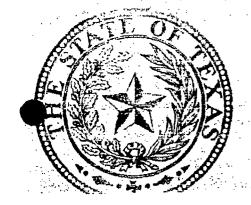
CHARTER NO.# 1109119

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated MARCH 27 ,19 89.



CUL Mains

Secretary of State



ARTICLES OF INCOMPONATION

in the vilue of the Secretary of State of Taxas

OF

MAR 27 1989 -

ACCENT MOVERS, INC.

Corporations Section

I, Lee M. Smith the undersigned natural person of the age of twenty-one years or more, a citizen of the State of Texas, acting as the Incorporator of ACCENT MOVERS, INC. under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is ACCENT MOVERS, INC..

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which this corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the laws of the State of Texas.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have the authority to issue is 10,000 shares, each with a par value of No par.

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00), consisting of money, labor done, or property actually received, which sum shall not be less than One Thousand Dollars (\$1,000).

-ARTICLE SIX

The address of the corporation's initial registered office and the name of its initial registered agent at such address is:

Name		Address
Allen D'Shane	Gibson	1244 Southridge Court,

Suite 102, Hurst, TX 76053

ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is , and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

Name	Address
Allen D'Shane Gibson	2311 East Loop 820 North,
Allen b blane 01000n	Fort Worth, Texas 76118
Mandy Carpenter	2311 East Loop 820 North, Fort Worth, Texas 76118

ARTICLE EIGHT

The name and address of the Incorporator is:

Name

Address

Lee M. Smith

1244 Southridge Court,

Suite 102, Hurst, Texas 76053

IN WITNESS WHEREOF, I have hereunto set my hand this 22ND day of March, 1989.

Lee M. Smith, Incorporator

THE STATE OF TEXAS

COUNTY OF Tarrant

hereby certify that on this and day of March, 1989 personally appeared before me, Lee M. Smith who being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true to the best of his knowledge and belief.

Notary Public in and for Tarrant County, Texas

My Commission Expires:

CAPCIS



MINUTES OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

The organization meeting of directors was held at 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053

on April 2, 1989

at 4:00 P.M.

The following were present

Shane Gibson

Mandy Carpenter

being all the directors of the corporation.

Shane Gibson was appointed chairman of the meeting and mandy Carpenter was appointed secretary.

The secretary then presented and read to the meeting the waiver of notice of the meeting, subscribed by all the directors named in the articles of incorporation, and it was ordered that it be appended to the minutes of the meeting.

The secretary then presented and read to the meeting a copy of the articles of incorporation and reported that on the original thereof was filed in the office of the Secretary of State of the State of Texas and that the Secretary of State issued a formal Certificate of Incorporation to the company on that date. The secretary presented the Certificate of Incorporation annexed to an approved duplicate of the articles of incorporation as filed and it was ordered appended to the minutes of the meeting.

The secretary then presented to the meeting the resignation of all the directors of the corporation, and it was ordered that they be filed with the minutes of the meeting.

RESOLVED that the resignation of directors as presented to the meeting are hereby approved and accepted and they are to take affect at the close of the organization meeting.

The chairman then stated that nominations were in order for election of directors of the corporation to hold office until the first annual meeting of shareholders and until their successors shall be elected and shall qualify.

The following persons were nominated:

Shane Gibson

Mandy Carpenter

No further nominations being made nominations were closed and a vote was taken.

After the vote had been counted, the chairman declared that the foregoing named nominees were elected directors of the corporation. The chairman then stated that the newly elected directors would assume their responsibilities immediately.

The secretary then presented a proposed form of by-laws prepared by

counsel to the corporation. The proposed by-laws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the by-laws of the corporation and ordered appended to the minutes of the meeting.

The chairman of the meeting then called for the election of officers of the corporation. The following persons were nominated to the office preceding their name:

president Shane Gibson

vice-president

secretary Mandy Carpenter

treasurer

No further nominations being made the nominations were closed and the directors proceeded to vote on the nominees. The chairman announced that the foregoing nominees were elected to the offices set before their respective names.

The secretary submitted to the meeting a seal proposed for use as the corporate seal, a specimen share certificate proposed for use as the corporate certificate for shares the corporate record book, and the share transfer ledger. Upon motion duly made, seconded and carried, it was

RESOLVED, that the seal now presented at this meeting, an impression of which is directed to be made in the minutes of this meeting, be and the same hereby is adopted as the seal of the corporation, and further

RESOLVED, that the specimen share certificate presented to this meeting be and hereby is adopted as the form of certificate for shares to be issued to represent shares in the corporation, and further

RESOLVED, that the corporate record book, including the share transfer ledger, be and hereby is adopted as the record book and share transfer ledger of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the treasurer of the corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the corporation and to reimburse any person who has made any disbursement therefor.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that an office of the corporation be established and maintained at in the City of State of and that meetings of the board of directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that for the purpose of authorizing the corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this corporation to transact business, the proper officers of this corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the corporation to transact business therein.

The chairman then stated that it was desirable to designate a depository for the funds of the corporation. Thereupon, on motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with

located at and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

The secretary then presented to the meeting a written proposal from dated and addressed to this corporation.

Upon motion duly made, seconded and carried, the said proposal was ordered filed with the secretary, and he was requested to append a copy of the proposal to the minutes.

The proposal was taken up for consideration and the following resolution was on motion unanimously adopted

WHEREAS, a written proposal has been made to this corporation which proposal has been appended to these minutes, and

WHEREAS, in the judgment of the board of directors the assets proposed to be transferred to the corporation are reasonably worth the amount of the consideration demanded therefor, and that it is in the best interests of this corporation to accept the said offer as set forth in said proposal,

NOW THEREFORE, IT IS RESOLVED that said offer, as set forth in said proposal, be and the same hereby is approved and accepted, and that in accordance with the terms thereof, this corporation shall as full payment for said property issue to said offeror(s) or nominee(s) fully paid and non-assessable shares of this corporation, and it is

FURTHER RESOLVED, that upon the delivery to this corporation of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to this corporation, the officers of this corporation are authorized and directed to execute and deliver the certificate or certificates for such shares as are required to be issued and delivered on acceptance of said offer in accordance with the foregoing.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the board of directors of the corporation be, and it hereby is, authorized to issue from time to time the authorized shares of capital stock of the corporation for money paid labor done or personal property or real estate or leases thereof actually acquired by the corporation, upon such terms as the board of directors in its discretion may determine.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the corporation proceed to carry on the business for which it was incorporated, and further

RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

chairman

Chairman

Chairman

Segretary

A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

Waiver of notice of the meeting Certificate of Incorporation and articles of incorporation Resignation of directors By-laws Specimen share certificates Resolution designating depository of funds

WAIVER OF NOTICE OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

We, the undersigned, being all the directors named in the articles of incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053

Date of meeting April 2,1989

Time of meeting 4:00 p.m.

Mary Carpenter

Dated:

BEFORE THE UNITED STATES DEPARTMENT OF TRANSPORTATION OFFICE OF HEARINGS WASHINGTON, D.C.

)
In the Matter of:)
) Docket No. FMCSA-2007-0089
Accent Movers, Inc.,)
) (Southern Service Center)
Respondent.)
)
)

FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

To: Accent Movers, Inc.

From: Federal Motor Carrier Safety Administration

Pursuant to 49 C.F.R. § 386.43 of the rules of Practice for Motor Carrier, Broker, Freight Forwarder, and Hazardous Materials Proceedings, the Claimant through his counsel requests that you produce for inspection and copying, within thirty days, the following documents to the Field Administrator through his attorney at 12600 West Colfax Avenue, Suite B-300, Lakewood, Colorado 80215:

Instructions

a. Your response shall state with respect to each item or category, that inspection and related activities will be permitted as requested, unless the request is





refused, in which event the reasons for the refusal shall be stated. If the refusal relates to part of an item or category, the part shall be specified.

- b. Your response should be based on your entire knowledge from all sources and all information in your custody, possession, control, including information from your officers, employees, agents, representatives or consultants and information which is known by each or any of them.
- c. If a response is qualified, state specifically the terms of each qualification and the reasons for it. If a request cannot be produced in full, state the part which can be produced and produce the same in full to the extent possible; state further and specifically the reason(s) why the remainder cannot be produced. If, in responding to these requests, you encounter any ambiguities construing a question, instruction, or definition, set forth the matter deemed ambiguous and the construction used in responding.
- d. In producing the documents, all documents which are physically attached to each other shall remain so attached. Documents which are segregated or separated from other documents, whether by inclusion in binders, files, subfiles, or by use of dividers, tabs, or other methods, shall be left so segregated or separated. Documents shall be retained in the order in which they were maintained where located.
- e. All documents produced in response to an individual request shall be physically segregated from documents produced in response to any other request and the request to which they are responsive shall be specifically identified. If a document is responsive to more than one request, each of the requests to which the document is responsive shall be specified.

- f. Claims of Privilege if an objection to a request is based upon a claim of privilege or attorney work product, identify each document so withheld. With regard to all documents or portions of documents withheld on this basis, identify its creator, provide a description of the document, and state with particularity the basis of the claim of privilege, work product, or other ground of nondisclosure.
- g. Lost or destroyed documents If any document requested has been lost, discarded, or destroyed, identify such document. State the type of document, its date, the approximate date lost, discarded, or destroyed, the reason it was lost, discarded or destroyed, a summary of its substance, and the identity of each person having knowledge of the contents thereof.
- h. These requests are continuing. If you become aware of or acquire possession, custody, or control of additional responsive documents, you are required to promptly supplement your responses and produce such additional documents for inspection and copying.

Definitions

- a. "You" "your" and "Respondent" as used herein refer to Accent Movers, Inc., the respondent in this proceeding and includes all employees, agents and representatives.
- b. "Document" and "Documents" shall include, regardless of origin or location, all writings and records of any kind, drafts, copies or originals, including paper documents and electronic documents maintained on a local or a remotely located computer, the information stored in any electronic medium such as a hard drive,

computer tape, solid state memory, flash drive, floppy discs, and all paper copies which are, or have been, within the possession, custody, or control of Respondent and/or its employees, agents, consultants, or experts. The descriptions of documents, records, or papers specified in these interrogatories are for convenient reference and identification and are intended to apply to the items named regardless of what the records are called in individual companies and regardless of the record media.

- c. "Person" "persons" "people" and "individual" means any natural person, group of natural persons, all federal, state, county, municipal and other governmental units, agencies or public bodies, as well as firms, companies, corporations, partnerships, proprietorships, joint ventures, organizations, groups of natural persons or other associations or entities separately identifiable whether or not such associations or entities have separate legal existence in their own right.
- d. "Relate" or "relating to" means referring to, concerning in any way, being evidence of, or memorializing all or any portion of the specified facts, contentions, or matter referenced.
 - e. As used herein, singular pronouns also include the plural
- f. "And" "or" and "and/or" shall be construed as broadly as possible so that information otherwise within the scope of the request is not excluded.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1 – Incorporation and fictitious business name documents and filings for Respondent.

REQUEST NO. 2 - Any and all exhibits you intend to introduce at hearing.

REQUEST NO. 3 – Any and all documents used by any witness you intend to call at hearing to form the basis of opinion testimony.

REQUEST NO. 4 – Any and all documents related your employment of, contracting with, agreement with, association with and/or relationship to Mark Moreno, including but not limited to all contracts, agreements, leasing arrangements, and/or employment records and documents.

REQUEST NO. 5 – Any and all documents related your payment of monies, sums and/or compensation, in any form for any purpose, to Mark Moreno for the years 2006 and 2007.

REQUEST NO. 6 – Any and all documents related to arrangement for and/or the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006 including copies of any and all communications with shipper Coogan, email or otherwise.

REQUEST NO. 7 – Any and all documents related to monies, sums, and/or compensation, in any form for any purpose, paid or received by you related to the arrangement, shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

REQUEST NO. 8 – Any and all documents related to your contention that "Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past".

REQUEST NO. 9 – Any and all documents related to Mark Moreno and any entity(ies), including motor carriers, employing Mark Moreno, including any documents related to the employment of Mark Moreno by an interstate carrier.

REQUEST NO. 10 – Any and all document related to any shipments, transportations, and/or moves of household goods you "referred" to Mark Moreno in 2006 and 2007.

REQUEST NO. 11 – Any and all documents related to any steps or inquiries you made to determine the motor carrier interstate registration / authority status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

REQUEST NO. 12 – Any and all documents related to your United States Department of Transportation (USDOT) number and Motor Carrier (MC) number, including but not limited to applications, forms, correspondence, notices, and decisions.

REQUEST NO. 13 – Any and all documents related to your authority / registration (as those terms are used and defined in 49 U.S.C. §§ 13901 et. seq. and 49 C.F.R. §§ 390.5 and 392.9a(a)) including but not limited to applications, forms, correspondence, notices, and decisions.

REQUEST NO. 14 – Any and all documents related to any and all interstate transportations, including interstate transportations and/or moves of household goods, made by you in 2006 and 2007.

REQUEST NO. 15 – Any and all lease agreements you had in effect in 2006 and 2007 with motor carriers and/or owner/operators for the transportation of household goods.

REQEUST NO. 16 – Any and all documents obtained, referred to, or identified by you in connection with you Answers to Interrogatories and/or Requests for Admissions which are not otherwise produced in response to the Request for Interrogatories or Request Numbers 1-15 of this Request for Production of Documents.

Attorneys for the Claimant

Date: January 8, 2009

By:

Nancy łackson

Office of Chief Counsel

Federal Motor Carrier Safety Administration 12600 West Colfax Avenue, Suite B-300

Lakewood, Colorado 80215

303-407-2363

303-407-2339 (Fax)

CERTIFICATE OF SERVICE

This is to certify that on the 8th of January 2009, the undersigned served, as specified, the designated number of copies of Claimant's First Request for Production of Documents to each of the parties listed below:

	·
John L. Gamboa	Original
Acuff Ganboa & White, L.L.P.	Federal Express
Attorneys for Respondent	FedEx # 7972 3114 8791
2501 Parkview Drive, Suite 405	
Fort Worth, Texas 76102-5816	<u> </u>
Joanne A. Cisneros	One Copy
Division Administrator	Internal Mail
Federal Motor Carrier Safety Administration	
Texas Division	
903 San Jacinto Blvd.	
Austin, Texas 78701	
Nancy Jackson	One Copy
Office of Chief Counsel	Internal Mail
Federal Motor Carrier Safety Administration	
Western Service Center	
12600 West Colfax Avenue, Suite B-300	
Lakewood, CO 80215	
Darrell L. Ruban	One Copy
Field Administrator	Federal Express
c/o Paula Smith	FedEx # 7972 3122 9424
Federal Motor Carrier Safety Administration	
Southern Service Center	
1800 Century Blvd	
Suite 1700	
Atlanta, GA 30345	

Vary fall for-

ACUFF & GAMBOA, L.L.P.

2501 Parkview Drive, Suite 405 Fort Worth, Texas 76102-5816 Phone: (817) 885-8500

Fax: (817) 885-8504

DATE:

February 24, 2009

TO:

Nancy Jackson

303-407-2339

FROM:

Tamara Null, Legal Assistant to John L. Gamboa

RE:

Docket No. FMCSA-2007-0089; In the Matter of Accent Movers, Inc.,

Respondent

NUMBER OF PAGES INCLUDING COVER PAGE:

SPECIAL MESSAGE:

Original will follow via:	Original will not follow
Regular Mail	
Overnight Delivery	
Hand Delivery	
Certified Mail RRR	

CONFIDENTIALITY NOTE: The documents accompanying this telefax transmission contain information belonging to ACUFF & GAMBOA, LLP that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any examination, disclosure, copying, distribution or taking of any action in reliance on, or with respect to, the contents of this telecopier information is strictly prohibited. If you have received this telefax in error, please immediately notify the person identified as the sending person by telephone at the number set forth above to arrange for return of the original documents to us.





UNITED STATES DEPARTMENT OF TRANSPORTATION OFFICE OF HEARINGS WASHINGTON, DC

In the Matter of

ACCENT MOVERS, INC.

Docket No. FMCSA-2007-0089

(Federal Motor Carrier Safety Administration)

Respondent.

8

RESPONDENT'S RESPONSES TO FMCSA'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

TO: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FROM: ACCENT MOVERS, INC.

REQUEST NO. 1 - Incorporation and fictitious business name documents and filings for Respondent.

RESPONSE: ATTACHED

REQUEST NO. 2 - Any and all exhibits you intend to introduce at hearing.

RESPONSE: NONE

REQUEST NO. 3 - Any and all documents used by any witness you intend to call at hearing to form the basis of opinion testimony.

RESPONSE: NONE

REQUEST NO. 4 - Any and all documents related your employment of, contracting with, agreement with, association with and/or relationship to Mark Moreno, including but not limited to all contracts, agreements leasing arrangements, and/or employment records and documents.

RESPONSE: NONE

REQUEST NO. 5 - Any and all documents related your payment of monies, sums and/or compensation, in any form for any purpose, to Mark Moreno for the years 2006 and 2007.

RESPONSE: NONE

REQUEST NO. 6 - Any and all documents related to arrangement for and/or the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006 including copies of any and all communications with shipper Coogan, email or otherwise.

RESPONSE: NONE, copies were produced during investigations, but not retained.

REQUEST NO. 7 - Any and all documents related to monies, sums, and/or compensation, in any form for any purpose, paid or received by you related to the arrangement, shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

RESPONSE: NONE

REQUEST NO. 8 - Any and all documents related to your contention that "Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past".

RESPONSE: NONE

REQUEST NO. 9 - Any and all documents related to Mark Moreno and any entities including motor carriers, employing Mark Moreno, including any documents related to the employment of Mark Moreno by an interstate carrier.

RESPONSE: NONE

REQUEST NO. 10 - Any and all document related to any shipments, transportations, and/or moves of household goods you "referred" to Mark Moreno in 2006 and 2007.

RESPONSE: NONE

REQUEST NO. 11 - Any and all documents related to any steps or inquiries you made to determine the motor carrier interstate registration/authority status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

RESPONSE: NONE

REQUEST NO. 12 - Any and all documents related to your USDOT number and MC number,

including but not limited to applications, forms, correspondence, notices and decisions.

RESPONSE: NONE

REQUEST NO. 13 - Any and all documents related to your authority/registration (as those terms are used and defined in 49 U.S.C. §§ 13901 et. seq. And 49 C.F.R. §§ 390.5 and 392.9a(a)) including but not limited to applications, forms, correspondence, notices, and decisions.

RESPONSE: NONE

REQUEST NO. 14 - Any and all documents related to any and all interstate transportations, including interstate transportations and/or moves of household goods, made by you in 2006 and 2007.

RESPONSE: NONE

REQUEST NO. 15 - Any and all lease agreements you had in effect in 2006 and 2007 with motor carriers and/or owner/operators for the transportation of household goods.

RESPONSE: NONE

REQUEST NO. 16 - Any and all documents obtained, referred to, or identified by you in connection with your Answers to Interrogatories and/or Requests for Admissions which are not otherwise produced in response to the Request for Interrogatories or Request Numbers 1-15 of this Request for Production of Documents.

RESPONSE: NONE

Respectfully submitted, ACUFF & GAMBOA, L.L.P.

John L. Gamboa

State Bar No. 07606000

2501 Parkview Drive, Suite 405

Fort Worth, TX 76102

(817) 885-8500

FAX (817) 885-8504

ATTORNEY FOR RESPONDENT

CERTIFICATE OF SERVICE

This is to certify that the above and foregoing instrument has been served on the following in accordance with the applicable rules on this the Aday of 7 day of 2009:

Joanne A. Cisneros, Texas Division Administrator U.S. Department of Transportation Federal Motor Carrier Safety Administration 903 San Jacinto Blvd.
Austin, Texas 78701
Certified Mail RRR

Nancy Jackson
Office of Chief Counsel
Federal Motor Carrier Safety Administration
Western Service Center
12600 West Colfax Avenue, Suite B-300
Lakewood, CO 80215
VIA FAX: 303-407-2339

Darrell L. Ruban
Field Administrator
c/o Paula Smith
Federal Motor Carrier Safety Administration
Southern Service Center
1800 Century Blvd, Suite 1700
Atlanta, GA 30345-3104
Certified Mail RRR

BY:

John L. Gamboa



The State of Texas

SECRETARY OF STATE
CERTIFICATE OF INCORPORATION

OF

ACCENT MOVERS, INC.

CHARTER NO.# 1109119

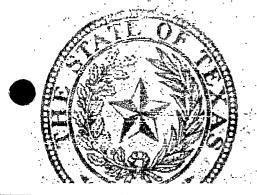
The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated MARCH 27

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Secretary of State

ARTICLES OF INCOMPOSITION

in the Office of the Secretary of State of Texas

OF

MAR 27 1989

ACCENT MOVERS, INC.

Corporations Section

I, Lee M. Smith the undersigned natural person of the age of twenty-one years or more, a citizen of the State of Texas, acting as the Incorporator of ACCENT MOVERS, INC. under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is ACCENT MOVERS, INC ..

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which this corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the laws of the State of Texas.

ARTICLE EOUR

The aggregate number of shares which the corporation shall have the authority to issue is 10,000 shares, each with a par value of No par.

ARTICLE PIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00), consisting of money, labor done, or property actually received, which sum shall not be less than One Thousand Dollars (\$1,000).

-ARTICLE SIX

The address of the corporation's initial registered office and the name of its initial registered agent at such address is:

Name			•	Address
Allen D'Shane Gibson	Gibson	. !	1244 Southridge Court,	
			•	Suite 107 Hurst my 76053

ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is, and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are elected and qualified

Name	Address
Allen D'Shane Gibson	2311 East Loop 829 North,
	Fort Worth, Texas 76118
Mandy Carpenter	2311 East Loop 828 North,
	Fort Worth, Texas 76118

ARTICLE EIGHT

The name and address of the incorporator is:

Name

Lee M. Smith

Address

1244 Southridge Court,

Suite 102, Hurst, Texas 76053

IN WITNESS WHEREOF, I have hereunto set my hand this

22ND day of March, 1989.

Lee M. Smith, Incorporator

THE STATE OF TEXAS

COUNTY OF Tarrant

> Notary Public in and for Tarrant County, Texas

My Commission Expires:

ARTICLES OF THEOREMS ATTA



MINUTES OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

The organization meeting of directors was held at 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053 on April 2, 1989 at 4:00 P.M.

The following were present

Shane Gibson

Mandy Carpenter

being all the directors of the corporation.

Shane Gibson was appointed chairman of the meeting and Mandy Carpenter was appointed secretary.

The secretary then presented and read to the meeting the waiver of notice of the meeting, subscribed by all the directors named in the articles of incorporation, and it was ordered that it be appended to the minutes of the meeting.

The secretary then presented and read to the meeting a copy of the articles of incorporation and reported that on the original thereof was filed in the office of the Secretary of State of the State of Texas and that the Secretary of State issued a formal Certificate of Incorporation to the company on that date. The secretary presented the Certificate of Incorporation annexed to an approved duplicate of the articles of incorporation as filed and it was ordered appended to the minutes of the meeting.

The secretary then presented to the meeting the resignation of all the directors of the corporation, and it was ordered that they be filed with the minutes of the meeting.

RESOLVED that the resignation of directors as presented to the meeting are hereby approved and accepted and they are to take affect at the close of the organization meeting.

The chairman then stated that nominations were in order for election of directors of the corporation to hold office until the first annual meeting of shareholders and until their successors shall be elected and shall qualify.

The following persons were nominated:

Shane Gibson

Mandy Carpenter

No further nominations being made nominations were closed and a vote was taken.

After the vote had been counted, the chairman declared that the foregoing named nominees were elected directors of the corporation. The chairman then stated that the newly elected directors would assume their responsibilities immediately.

The secretary then presented a proposed form of by-laws prepared by

counsel to the corporation. The proposed by-laws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the by-laws of the corporation and ordered appended to the minutes of the meeting.

The chairman of the meeting then called for the election of officers of the corporation. The following persons were nominated to the office preceding their name:

president shane Gibson

vice-president

secretary Mandy Carpenter

treasurer

No further nominations being made the nominations were closed and the directors proceeded to vote on the nominees. The chairman announced that the foregoing nominees were elected to the offices set before their respective names.

The secretary submitted to the meeting a seal proposed for use as the corporate seal, a specimen share certificate proposed for use as the corporate certificate for shares the corporate record book, and the share transfer ledger. Upon motion duly made, seconded and carried, it was

RESOLVED, that the seal now presented at this meeting, an impression of which is directed to be made in the minutes of this meeting, be and the same hereby is adopted as the seal of the corporation, and further

RESOLVED, that the specimen share certificate presented to this meeting be and hereby is adopted as the form of certificate for shares to be issued to represent shares in the corporation, and further

RESOLVED, that the corporate record book, including the share transfer ledger, be and hereby is adopted as the record book and share transfer ledger of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the treasurer of the corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the corporation and to reimburse any person who has made any disbursement therefor.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that an office of the corporation be established and maintained at in the City of State of and that meetings of the board of directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that for the purpose of authorizing the corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this corporation to transact business, the proper officers of this corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the corporation to transact business therein.

The chairman then stated that it was desirable to designate a depository for the funds of the corporation. Thereupon, on motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with

located at and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

The secretary then presented to the meeting a written proposal from dated and addressed to this corporation.

Upon motion duly made, seconded and carried, the said proposal was ordered filed with the secretary, and he was requested to append a copy of the proposal to the minutes.

The proposal was taken up for consideration and the following resolution was on motion unanimously adopted

WHEREAS, a written proposal has been made to this corporation which proposal has been appended to these minutes, and

WHEREAS, in the judgment of the board of directors the assets proposed to be transferred to the corporation are reasonably worth the amount of the consideration demanded therefor, and that it is in the best interests of this corporation to accept the said offer as set forth in said proposal.

NOW THEREFORE, IT IS RESOLVED that said offer, as set forth in said proposal, be and the same hereby is approved and accepted, and that in accordance with the terms thereof, this corporation shall as full payment for said property issue to said offeror(s) or nominee(s) fully paid and non-assessable shares of this corporation, and it is

FURTHER RESOLVED, that upon the delivery to this corporation of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to this corporation, the officers of this corporation are authorized and directed to execute and deliver the certificate or certificates for such shares as are required to be issued and delivered on acceptance of said offer in accordance with the foregoing.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the board of directors of the corporation be, and it hereby is, authorized to issue from time to time the authorized shares of capital stock of the corporation for money paid labor done or personal property or real estate or leases thereof actually acquired by the corporation, upon such terms as the board of directors in its discretion may determine-

Upon motion duly made, seconded and carried, it was

RESOLVED, that the corporation proceed to carry on the business for which it was incorporated, and further

RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: April 2, 1989

Chairman

Maudy Casputtu

segretary

A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

Waiver of notice of the meeting Certificate of Incorporation and articles of incorporation Resignation of directors By-laws Specimen share certificates Resolution designating depository of funds

WAIVER OF NOTICE OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

We, the undersigned, being all the directors named in the articles of incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053

Date of meeting April 2,1989

Time of meeting 4:00 p.m.

.

Dated:

ACUFF & GAMBOA, L.L.P.

ATTORNEYS AT LAW PARK PLAZA BUILDING 2501 PARKVIEW DRIVE, SUITE 405 FORT WORTH, TEXAS 76102-5816

817/885-8500

FAX 817/885-8504

February 25, 2009

Sent via Fax 303-407-2339

Nancy Jackson Federal Motor Carrier Safety Western Service Center 12600 W. Colfax Ave., Suite B300 Denver, CO 80215

> RE: Docket No. FMCSA-2007-0089; In the Matter of Accent Movers, Inc.

Dear Ms. Jackson:

Enclosed please find the original and one copy of Respondent's Responses to FMCSA'S First Set of Interrogatories and Respondent's Responses to FMCSA'S First Request for Production of Documents.

Very truly yours,

marahull Tamara Null, CLA Legal Assistant for JOHN L. GAMBOA

JLG/tn **Enclosures**

cc: ONE COPY

Sent via CMRRR 7007 0710 0004 7456 8466

Darrell L. Ruban, Field Administrator Federal Motor Carrier Safety Administration Southern Service 1800 Century Blvd., Suite 1700 6/16/189

Atlanta, GA 30345

Sent via CMRRR 7007 0710 0004 7456 8473

Joanne A. Cisneros Texas Division Administrator Federal Motor Carrier Safety Administration 903 San Jacinto Blvd. Austin, TX 78701

Sent via Fax 202-366-7536 The Honorable Richard C. Goodwin

UNITED STATES DEPARTMENT OF TRANSPORTATION OFFICE OF HEARINGS WASHINGTON, DC

In the Matter of

S

ACCENT MOVERS, INC.

S

Docket No. FMCSA-2007-0089

(Federal Motor Carrier Safety Administration)

Respondent.

S

RESPONDENT'S RESPONSES TO FMCSA'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

TO: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FROM: ACCENT MOVERS, INC.

REQUEST NO. 1 - Incorporation and fictitious business name documents and filings for Respondent.

RESPONSE: ATTACHED

REQUEST NO. 2 - Any and all exhibits you intend to introduce at hearing.

RESPONSE: NONE

REQUEST NO. 3 - Any and all documents used by any witness you intend to call at hearing to form the basis of opinion testimony.

RESPONSE: NONE

REQUEST NO. 4 - Any and all documents related your employment of, contracting with, agreement with, association with and/or relationship to Mark Moreno, including but not limited to all contracts, agreements leasing arrangements, and/or employment records and documents.

RESPONSE: NONE

Respondent's Responses to FMCSA's First Request For Production of Documents.wpd C:\WPDOCS\UG\accent\DOT FMSCA 2007-0089\Discovery\Respondent's Responses to FMCSA's First Request For Production of Documents.wpd

REQUEST NO. 5 - Any and all documents related your payment of monies, sums and/or compensation, in any form for any purpose, to Mark Moreno for the years 2006 and 2007.

RESPONSE: NONE

REQUEST NO. 6 - Any and all documents related to arrangement for and/or the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006 including copies of any and all communications with shipper Coogan, email or otherwise.

RESPONSE: NONE, copies were produced during investigations, but not retained.

REQUEST NO. 7 - Any and all documents related to monies, sums, and/or compensation, in any form for any purpose, paid or received by you related to the arrangement, shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

RESPONSE: NONE

REQUEST NO. 8 - Any and all documents related to your contention that "Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past".

RESPONSE: NONE

REQUEST NO. 9 - Any and all documents related to Mark Moreno and any entities including motor carriers, employing Mark Moreno, including any documents related to the employment of Mark Moreno by an interstate carrier.

RESPONSE: NONE

REQUEST NO. 10 - Any and all document related to any shipments, transportations, and/or moves of household goods you "referred" to Mark Moreno in 2006 and 2007.

RESPONSE: NONE

REQUEST NO. 11 - Any and all documents related to any steps or inquiries you made to determine the motor carrier interstate registration/authority status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

RESPONSE: NONE

REQUEST NO. 12 - Any and all documents related to your USDOT number and MC number,

3 of 17

including but not limited to applications, forms, correspondence, notices and decisions.

RESPONSE: NONE

REQUEST NO. 13 - Any and all documents related to your authority/registration (as those terms are used and defined in 49 U.S.C. §§ 13901 et. seq. And 49 C.F.R. §§ 390.5 and 392.9a(a)) including but not limited to applications, forms, correspondence, notices, and decisions.

RESPONSE: NONE

REQUEST NO. 14 - Any and all documents related to any and all interstate transportations, including interstate transportations and/or moves of household goods, made by you in 2006 and 2007.

RESPONSE: NONE

REQUEST NO. 15 - Any and all lease agreements you had in effect in 2006 and 2007 with motor carriers and/or owner/operators for the transportation of household goods.

RESPONSE: NONE

REQUEST NO. 16 - Any and all documents obtained, referred to, or identified by you in connection with your Answers to Interrogatories and/or Requests for Admissions which are not otherwise produced in response to the Request for Interrogatories or Request Numbers 1-15 of this Request for Production of Documents.

RESPONSE: NONE

Respectfully submitted, ACUFF & GAMBOA, L.L.P.

John L. Gamboa

State Bar No. 07606000

2501 Parkview Drive, Suite 405

Fort Worth, TX 76102

(817) 885-8500

FAX (817) 885-8504

ATTORNEY FOR RESPONDENT

CERTIFICATE OF SERVICE

This is to certify that the above and foregoing instrument has been served on the following in accordance with the applicable rules on this the Aday of Aday of 2009:

Joanne A. Cisneros, Texas Division Administrator U.S. Department of Transportation Federal Motor Carrier Safety Administration 903 San Jacinto Blvd.
Austin, Texas 78701
Certified Mail RRR

Nancy Jackson
Office of Chief Counsel
Federal Motor Carrier Safety Administration
Western Service Center
12600 West Colfax Avenue, Suite B-300
Lakewood, CO 80215
VIA FAX: 303-407-2339

Darrell L. Ruban
Field Administrator
c/o Paula Smith
Federal Motor Carrier Safety Administration
Southern Service Center
1800 Century Blvd, Suite 1700
Atlanta, GA 30345-3104
Certified Mail RRR

BY:

John L. Gamboa

5 P 17

VERIFICATION

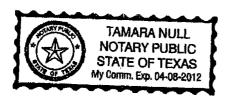
THE STATE OF TEXAS \$

COUNTY OF TARRANT \$

On this day came before me, the undersigned Notary Public, Shane Gibson, and after being duly sworn stated under oath that he is the Respondent in this action; that he has read the attached Response which is within his personal knowledge and the Response is true and correct.

Shane Gibson

SUBSCRIBED AND SWORN TO before me on this the 25th day of Feb. 2009, to certify which witness my hand and seal of office.



NOTARY PUBLIC, STATE OF TEXAS



The State of Texas

SECRETARY OF STATE
CERTIFICATE OF INCORPORATION

OF

ACCENT MOVERS, INC.

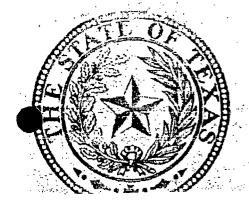
CHARTER NO.# 1109119

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946," the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated MARCH 27 .19



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Secretary of State

7017



ARTICLES OF INCOMPOSITION

in the vilice of the Secretary of State of Texas

OF Comme

MAR 27-1989

ACCENT MOVERS, INC.

Corporations Section

I, Lee M. Smith the undersigned natural person of the age of twenty-one years or more, a citizen of the State of Texas, acting as the Incorporator of ACCENT MOVERS, INC. under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is ACCENT MOVERS, INC ..

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which this corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the laws of the State of Texas.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have the authority to issue is 10,000 shares, each with a par value of No par.

8of 17

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00), consisting of money, labor done, or property actually received, which sum shall not be less than One Thousand Dollars (\$1,000).

-ARTICLE SIX

The address of the corporation's initial registered office and the name of its initial registered agent at such address is:

Name

Allen D'Shane Gibson

Address

1244 Southridge Court, Suite 102, Hurst, TX 76053

ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is, and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

Name

Allen D'Shane Gibson

Mandy Carpenter

Address

2311 East Loop 820 North, Fort Worth, Texas 76118

2311 East Loop 820 North, Fort Worth, Texas 76118

ARTICLE EIGHT

The name and address of the Incorporator is:

Name

Lee M. Smith

Address

1244 Southridge Court,

Suite 102, Hurst, Texas 76053

IN WITNESS WHEREOF, I have bereunto set my hand this

 22^{ND} day of March, 1989.

Lee M. Smith, Incorporator

THE STATE OF TEXAS

COUNTY OF Tarrant

hereby certify that on this <u>Sond</u> day of March, 1989 personally appeared before me, Lee M. Smith who being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true to the best of his knowledge and belief.

Notary Public in and for Tarrant County, Texas

My Commission Expires:

612919



MINUTES OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

The organization meeting of directors was held at 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053

on April 2, 1989 at 4:00 P.M.

The following were present

Shane Gibson

Mandy Carpenter

being all the directors of the corporation.

Shane Gibson was appointed chairman of the meeting and Mandy Carpenter was appointed secretary.

The secretary then presented and read to the meeting the waiver of notice of the meeting, subscribed by all the directors named in the articles of incorporation, and it was ordered that it be appended to the minutes of the meeting.

The secretary then presented and read to the meeting a copy of the articles of incorporation and reported that on the original thereof was filed in the office of the Secretary of State of the State of Texas and that the Secretary of State issued a formal Certificate of Incorporation to the company on that date. The secretary presented the Certificate of Incorporation annexed to an approved duplicate of the articles of incorporation as filed and it was ordered appended to the minutes of the meeting.

The secretary then presented to the meeting the resignation of all the directors of the corporation, and it was ordered that they be filed with the minutes of the meeting.

RESOLVED that the resignation of directors as presented to the meeting are hereby approved and accepted and they are to take affect at the close of the organization meeting.

The chairman then stated that nominations were in order for election of directors of the corporation to hold office until the first annual meeting of shareholders and until their successors shall be elected and shall qualify.

The following persons were nominated:

Shane Gibson

Mandy Carpenter

No further nominations being made nominations were closed and a vote was taken.

After the vote had been counted, the chairman declared that the foregoing named nominees were elected directors of the corporation. The chairman then stated that the newly elected directors would assume their responsibilities immediately.

The secretary then presented a proposed form of by-laws prepared by

counsel to the corporation. The proposed by-laws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the by-laws of the corporation and ordered appended to the minutes of the meeting.

The chairman of the meeting then called for the election of officers of the corporation. The following persons were nominated to the office preceding their name:

president Shane Gibson

vice-president

secretary Mandy Carpenter

treasurer

No further nominations being made the nominations were closed and the directors proceeded to vote on the nominees. The chairman announced that the foregoing nominees were elected to the offices set before their respective names.

The secretary submitted to the meeting a seal proposed for use as the corporate seal, a specimen share certificate proposed for use as the corporate certificate for shares the corporate record book, and the share transfer ledger. Upon motion duly made, seconded and carried, it was

RESOLVED, that the seal now presented at this meeting, an impression of which is directed to be made in the minutes of this meeting, be and the same hereby is adopted as the seal of the corporation, and further

RESOLVED, that the specimen share certificate presented to this meeting be and hereby is adopted as the form of certificate for shares to be issued to represent shares in the corporation, and further

RESOLVED, that the corporate record book, including the share transfer ledger, be and hereby is adopted as the record book and share transfer ledger of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the treasurer of the corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the corporation and to reimburse any person who has made any disbursement therefor.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that an office of the corporation be established and maintained at in the City of State of and that meetings of the board of directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that for the purpose of authorizing the corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this corporation to transact business, the proper officers of this corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the corporation to transact business therein.

The chairman then stated that it was desirable to designate a depository for the funds of the corporation. Thereupon, on motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with

located at and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

The secretary then presented to the meeting a written proposal from dated and addressed to this corporation.

Upon motion duly made, seconded and carried, the said proposal was ordered filed with the secretary, and he was requested to append a copy of the proposal to the minutes.

The proposal was taken up for consideration and the following resolution was on motion unanimously adopted

WHEREAS, a written proposal has been made to this corporation which proposal has been appended to these minutes, and

WHEREAS, in the judgment of the board of directors the assets proposed to be transferred to the corporation are reasonably worth the amount of the consideration demanded therefor, and that it is in the best interests of this corporation to accept the said offer as set forth in said proposal,

NOW THEREFORE, IT IS RESOLVED that said offer, as set forth in said proposal, be and the same hereby is approved and accepted, and that in accordance with the terms thereof, this corporation shall as full payment for said property issue to said offeror(s) or nominee(s) fully paid and non-assessable shares of this corporation, and it is

FURTHER RESOLVED, that upon the delivery to this corporation of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to this corporation, the officers of this corporation are authorized and directed to execute and deliver the certificate or certificates for such shares as are required to be issued and delivered on acceptance of said offer in accordance with the foregoing.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the board of directors of the corporation be, and it hereby is, authorized to issue from time to time the authorized shares of capital stock of the corporation for money paid labor done or personal property or real estate or leases thereof actually acquired by the corporation, upon such terms as the board of directors in its discretion may determine.

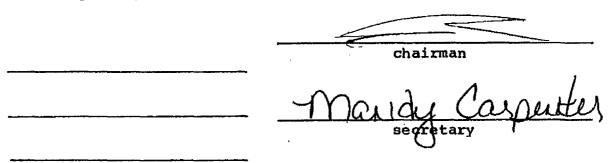
Upon motion duly made, seconded and carried, it was

RESOLVED, that the corporation proceed to carry on the business for which it was incorporated, and further

RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: April 2, 1989



A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

Waiver of notice of the meeting Certificate of Incorporation and articles of incorporation Resignation of directors By-laws Specimen share certificates Resolution designating depository of funds

WAIVER OF NOTICE OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

We, the undersigned, being all the directors named in the articles of incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053

Date of meeting April 2,1989

Time of meeting 4:00 p.m.

.

Dated:

170f17

16-3717/1220

Washington Mutual Bank

DRAWER / PURCHASER COPY NON-NEGOTIABLE

REMITTER

Michele L Coogan

1522 103

Issued by Integrated Payment Systems Inc., Englewood, Colorado Wells Fargo Bank Ltd, N.A., Los Angeles, CA

90/21/2

(66/01) 9994

Accent Movers

PAY 2

ORDER 出

June 11, 2009

STATE OF TEXAS **COUNTY OF TRAVIS**

Known by all persons by these present:

I, J. Michael Dewbre, hereby certify that I am a custodian of records for the Texas Department of Transportation, Motor Carrier Division, Motor Carrier Operations Sections - Enforcement Branch, and that the information attached regarding Shane Gibson and Accent Moving, Inc., hereto is, to the best of my knowledge, a true and correct copy of the records.

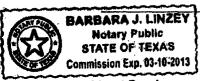
Texas Department of Transportation

Motor Carrier Division

Subscribed and sworn to before me this 1212 day of 4

2009.

My Commission Expires:



Notary without Bond



TxDOT Motor Carrier Investigation Report

Investigation #: 34522 35036	Investigator: Richard Norwood	Type: HHG/ TYPE B
35342 35703	Investigation Assigned Date: 03/2	24/06 Certificate #: 000537473B
35859 35891		
Complaint #: 34521 35035	Investigation Started: 03/29/06	Inspection Type: Special
35341 35702 35859 35890	Investigation Completed: 03/29/06	1 7
Notice #: 34262	Report Completed: 04/24/06	Specific 🔀
Business Name: Accent Moving		
Physical Address: 2616 Weave	r St., Haltom City, Texas 76117	•
Mailing Address:	Occurs on Office	Ohana Oihaan
Telephone #: (817) 834 5377 Reviewed with: Shane Gibson	Owner Office Title: Owner	r: Shane Gibson Driver's Lic. #:
Reviewed with: Shahe Gibson	Title: Owner	Dilver a Lic. #.
Allegations: Substantiated Size of operation: MCR Commodities Type B HHG Car	Number of violations cited: 10 N/A VSF N/A rier	Approx. # of loads per month 100 + HHG ⊠
Insurance information		
	bility Name: Canal Policy #: L0462	Indemnity Co. .76 Limits: \$750,000
	. 5.1.5	
C	argo 🗌 Name:	
	Policy #:	Limits:
Comma Kan	naus 🗔 Nausa	•
Garage Kee	pers	Limits:
TTC 601 Complia	ınce	
1.10 doi compila	Policy #:	Limits:
	. J,	
Endorsements: Form I	Form F	Form F-1
Compliance History:		L. Harrista
Last six investigations Accide	nt 🗌 or Claim 🔯 🛮 Amount i	in dispute:
1. Date: 09/08/02		•
	ce Attached X Evidence Sca	nned 🛛 Photos 🗌
2. Date: 06/03/03		
Action: None		
	le Address: IA 34522, 35036, 342,	703, 859, 891 Accent
	ile Address:	
4. Date: 04/05/05 Action: L-3 Subject	's Attitude towards Compliance: P	Poor ·
Action: L-3 Subject 5. Date: 05/26/05	- S Attitude towards Compnance:	
Action: L-3		
	gation Conducted: On Site	⊠ Telephone □
Action: L-2		· · —
	r of documents reviewed: 15	
Mitigating Circumstances: Activ	e registration and in compliance with cla	aims handling procedures.
Aggravating Circumstances: Fa	ailure to fully participate in mediation pro	ocess.
- Posemmondetic ADMINISTE	ATIVE DENALTY	Ansistad Duy Anthony Dowloo
Recommendations: ADMINISTR	ATIVE PENALTY	Assisted By: Anthony Parker

Investigation #: 34522, 35036, 35432, 35703, 35859, 35891

Summary: Investigation conducted pursuant to complaints from the following:

(1) ID # 34522: Complaint filed by Mr. Nathan Handberry in regards to a damage claim resulting from an interstate move from Dallas to Denver, Colorado on 9/13/05. Claim concerns damage claim for television damaged as result of carrier's trailer having a blowout and a dolly hit the television. Claimant wanted \$317.00 to fix the television however carrier offered a settlement of \$45.00 on 9/29/05.

Findings: Carrier did not have an active MC# or a SSRS registration at time of move. The carrier's common carrier authority under MC # 325452 was revoked in May '04; however no household goods authority was issued - dismissed in November '00. No record of carrier having registered with the department under SSRS.

In regards to the claim, it was suggested to Mr. Shane Gibson, owner of Accent Movers, Inc., that he review the claim and increase the settlement offer. He was some what reluctant to increase the amount (\$45.00) but would consider an increase in the settlement offer. Mr. Gibson was directed to have the new settlement offer faxed to me by Friday, 3/31/06. As of the date of this report, I have not received any communication from Mr. Gibson concerning any new settlement offer concerning this claim.

(2) ID # 35036: Complaint filed by a Mr. Bryan Blackburn in regards to a damage claim resulting from a move within Ft. Worth on 11/11/05. Claim concerns a damage/service claim amounting to \$345.00 + for repairs to articles and property and refund of moving cost of \$210.00. The claim was filed with the carrier on 11/16/05 and a settlement offer denying the claim was sent to the claimant on 11/21/05. Mediation was held on 1/25/06 under # 1166 and no agreement was reached between the two parties.

Findings: No violations were cited in regards to compliance with the department's claims handling procedures. Violations were cited for none issuance of the Rights and Responsibilities information and combination proposal/contract prior to the loading of the shipment. The contract did not reflect the moving services to be performed and required signature blocks were not signed or dated.

(3) ID # 35342: Complaint filed by Mr. Stan Taylor in regards to a overcharge/damage claim resulting a move from Cedar Hill to carrier's warehouse on 5/13/05 and out to the destination location on 9/06/05. The claimant was contesting the number of boxes packed (300 vs. 64) and damages to articles. Total amount claimed was \$830 and was filed with the carrier on 12/02/05. A settlement offer denying the claim was sent to the claimant on 12/05/05. Mediation was held on 1/19/06 and was not successful. According to the mediation, Sherry Wetsch, the person (Mr. Mark Mareno) representing the carrier was not able to fully participate in the mediation. According to information supplied by the mediator, the carrier's representative continually placed them on hold in order to speak with the owner, Mr. Shane Gibson. The mediator terminated the conference call and called Mr. Gibson directly but was not successful due to Mr. Gibson having left the office.

Findings: In regards to the mediation issues, Mr. Gibson stated at the time of the investigation, that Mr. Moreno had full authority to represent the company during mediation. Mr. Moreno indicated that when the claimant found out that he was not the owner of the company, he wanted to speak directly with the owner and this is when the mediator terminated phone conference. He acknowledged that the mediator then attempted to contact Mr. Gibson directly but he had already left the office.

Violations were cited for failing to fully participate in the mediation of the claim. No reference was made that the owner attempted to return the mediator's phone call. In addition, violations were cited for failing to provide a copy of the Rights and Responsibilities information and the proposal/contracts prior to loading of the shipments either at the original origin or warehouse locations. Signatures authorizing services and delivery of the shipment were not dated.

(4) ID # 35703: Complaint concerns the carrier not having a current registration. This was brought to PA's attention as a result of a complaint from another household goods carrier, Accent Moving and Storage. This was in regards to the displaying of their registration number 005446007C in a website, 123movers.com, used by Accent Movers, Inc. The website is used by numerous household goods

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carriers for advertising purposes through out the country. The website operator acknowledged it was their error for using the wrong MCR # and removed the carrier's listing. In processing the complaint, it was noted that the carrier's certificate had been revoked due to expiration of its letter of credit on 1/25/06. Cargo insurance with an effective date of 2/09/06 was filed and the certificate was renewed on 2/14/06. Violations were cited for operating without a current certificate during the time period.

(5) ID # 35859: Complaint filed by Mr. William Whitworth in regards to a damage claim filed as a result of a move from Cleburne to Ft. Worth on 10/01/05. Written claim was filed with carrier on 10/25/05 for damages (broken leg) to a buffet. The carrier sent a settlement offer on 11/03/05 with an offer to settle for \$60.00 (.60 per lb. @ 100 lbs). Claimant wants the carrier to weigh the buffet to obtain the actual weight. The claimant subsequently obtained an estimate of \$156.96 to cover the repairs to the buffet

Findings: According to Mr. Gibson, the estimated weight for the buffet corresponds with standard weights used by the moving industry. No violations were cited in regards to compliance with the claims handling procedures. Violations were cited for failing issue the Rights and Responsibilities information and combination proposal/contract prior to loading of the shipment. Signature blocks for carrier's representative not sign or dated and shipper's signature blocks not dated.

(6) ID # 35891: Complaint filed by Ms. Denise Young in regards to a damage claim filed as a result of a move from Dallas to storage (9/30/05) and out of storage to Lancaster (11/23/05). Claim was filed with the carrier for \$1,954.94 plus an additional \$499.99. Carrier responded with a settlement offer dated 12/14/05 of \$100.00 however was sent to an incorrect address, 1095 Newport Dr. instead of the correct address of 1985 Newport Dr.. The envelope supplied by the complaint that the settlement offer was sent in reflects a postmark of 1/13/06.

Mediation was held on 3/21/06 with an agreement being reached between the two parties for an increase in the settlement amount to \$150.00.

Findings: Violations were cited for failing to issue the Rights and Responsibilities information and combination proposal/contract prior to loading of the shipments. Signature blocks not dated for 9/30/05 move. Contract covering move on 11/23/05 does not reflect dates on shipper's signatures and no representative of the carrier signed any of the appropriate signature blocks.

(7) Notice # 34262: Recheck conducted as a result of an investigation (ID # 33220) that was performed on 8/31/05. Required information (TxDOT toll free number and MCR #) was found to be lacking in carrier's website.

Findings: Required information added to website, no violations cited as a result of recheck.

Overall Findings: As noted the carrier was cited for failing to provide the Rights and Responsibilities When You In Texas information and the combination proposal/contract to shippers prior to the loading of the shipment. The Rights and Responsibilities information is reflected on the back of the combination proposal/contract document. Mr. Gibson acknowledged that only one copy of the proposal/contract is provided to the shipper at the time of delivery. Mr. Gibson said he was unaware of the requirements for providing these documents prior to loading of the shipment.

It should be noted that the carrier has been investigated numerous times since March '96 and has paid two (2) administrative penalties and has been conference one time in Austin. As part of these investigations, the rules and regulations were gone over extensively with Mr. Gibson. The carrier was cited twice previously for operating without current proof of financial responsibility on file due to a expired letter of credit. In addition, the carrier was cited previously for transporting an interstate shipment without a SSRS registration which resulted in one of the AP's.

Therefore as a result of this investigation, I recommend an administrative penalty be assessed the carrier.

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Certif Inves Rech	icate N tigatio≀ eck ⊠	ame: <u>Accent Moving, Inc.</u> lo.: <u>000537473B</u> ⊠ Active ☐ Inactive n No.: <u>34522</u> <u>35036</u> <u>35342</u> <u>35703</u> <u>35859</u> <u>35891</u> Notice No.: <u>34262</u>	Owner/Officer: <u>Shane Gibson</u> Investigation Date: <u>3/29/08</u> First Class Mail : Date Sent: <u>4/27/06</u>
		☑ = DENOTES CHECKED	☑ = DENOTES VIOLATION
§18.1	1 - §18	3.16. Motor Carrier Registration / Insurance Requirer	nents.
<u></u>	×	43 T.A.C. §18.11(b), by operating as a household good obtaining a certificate of registration issued by the Texa	is carrier upon the public streets and highways of Texas without first as Department of Transportation.
}		Remarks: Operating as a household goods carrier with	-
H		(1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to	•
	-	(2) Shipper: Candace Wright Date: 2/04/06 Duncanvil	·
	-	(3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Vote: Letter of Credit expired on 1/25/06 and registration	
	-		
		shown in each vehicle listed. Remarks:	by of the page of the insurance cab card on which the vehicle is
F		43 T.A.C. §18.13(d)(1)(B)(ii), by failing to present the h inspector or any other authorized government personna Remarks:	ighlighted page of the insurance cab card to a department certified all upon demand.
		43 T.A.C. §18.13(e)(1), by operating additional motor v prescribed form and paying the applicable fees. Remarks:	ehicles requiring registration before identifying the vehicles on a
С		43 T.A.C. §18.13(e)(2), by falling to notify the departme replacement vehicle on a prescribed form before the re Remarks:	int, identify the vehicle being taken out of service, and identify the placement vehicle is put into operation.
L		(1) the amounts specified by §18.16, before transpondence tows.	olication and evidence of insurance or financial responsibility in: rting household goods or hazardous materials, or performing a specified by §18.16, no later than the effective date of the name
Г		43 T.A.C. §18.13(f), by failing to file a supplemental apple (3) of address or change of its legal agent for service (4) in the principal officers and titles of a corporation Remarks:	e of process no later than the effective date of the change.
		43 T.A.C. §18.13(g), by failing to file an original applica the ownership of a sole proprietorship or of a partnersh Remarks:	tion for registration when there is a corporate merger or a change in p.
Г		43 T.A.C. §18.13(i)(6), by falling to carry a copy of the 1 the cab of each vehicle or in each trailer used for the trailer are Remarks:	ype B household goods carrier's certificate of registration either in ansportation of household goods.
-		43 T.A.C. §18.13(i)(8), by failing to present the Type B the vehicle to a department-certified inspector or any ot Remarks:	household goods carrier's certificate of registration maintained in her authorized government personnel on demand.
I			ance on file with the department. (Type A HHG carriers) ile liability insurance policy in compliance with Trans. Code Chap.

-		43 T.A.C. §18.16(b), by failing to file and maintain proof of financial responsibility for cargo with the department. ☐ (1) Type A HHG carrier. ☑ (2) Type B HHG carrier.
		Remarks: Failure to have active cargo insurance on file with the department.
1	}	(1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite
K	H	(2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster
Į.	l l	(3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth
ł	R .	Note: Letter of Credit expired on 1/25/06 and Cargo insurance filed on 2/13/06
r.		43 T.A.C. §18.16(c), by failing to provide worker's compensation or accidental insurance coverage for all employees of the motor carrier. (Other than Type B HHG carriers) Remarks:
§18.1	7. Sin	gle State Registration System.
П	×	43 T.A.C. §18.17(a)(1), by failing to maintain on file with the Department an application to register as an interstate motor carrier for all states of travel as required by 49 U.S.C. §14504 before beginning operations in Texas.
		Remarks: Transportation of household goods for hire without being registered under the Single State Registration System.
	<u> </u>	(1) Shipper: Nathan Handberry Date: 9/05/05 Dallas to Denver Co.
Г.		43 T.A.C. §18.17(d)(1), by failing to carry in each vehicle and present on demand a copy of the registration receipt for inspection by any department certified inspector or any other authorized government personnel. Remarks:
		43 T.A.C. §18.17(d)(2), by operating as a interstate carrier with a registration receipt that has been altered. Remarks:
r	Ø	43 T.A.C. §18.17(j), by failing to file proof of insurance in accordance with the levels specified by 49 CFR, Part 387, Subpart C.
		Remarks: Failure to have liability insurance on file with the department as an interstate motor carrier for hire.
		(1) Shipper: Nathan Handberry Date: 9/05/05 Dallas to Denver Co.
		§18.31 - §18.32. Investigations and inspections of Motor Carrier Records.
L		43 T.A.C. §18.31(b)(1), by failing to allow a certified inspector access to the motor carrier's premises to conduct an inspection or investigation of alleged violations of Transportation Code, Chapter 643, Subchapters B, C, D, and E. Remarks:
		43 T.A.C. §18.31(c), by failing to provide access to requested records and documents at:
# si	-	(1) the motor carrier's principal place of business; or
[[(2) a location agreed to by the department and the motor carrier.
		Remarks:
_		43 T.A.C. §18.32(a), by falling to prepare and maintain at its principal place of business in Texas: (1) operational logs, insurance certificates and documents verifying carrier's operations; (2) complete and accurate records of services performed;
		(2) complete and accurate records of services performed, (3) all certificate of title documents, weight tickets, permits for oversize or overweight vehicles and loads, dispatch records, tow tickets, or any other document that would verify the operations of the vehicle to determine the actual weight, insurance coverage, size and/or capacity of the vehicle; (4) documents supporting fee payments; and (5) the original certificate of registration and registration listing, if applicable. Remarks:
		43 T.A.C. §18.32(b), by failing to retain complete and accurate records for household goods carriers consisting of all of the following information and documents: (1) moving service contracts, such as, bills of lading or receipts; (2) proposals for moving services; (3) inventories, if applicable; (4) freight bills; (5) time cards, trip sheets, or driver's logs; (6) claim records; (7) ledgers and journals; (8) canceled checks;
		☐ (9) bank statements and deposit slips; ☐-(10)-invoices, vouchers-or-statements-supporting-disbursements; and
		(11) dispatch records.

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	<u> </u>	Remarks:
Г		43 T.A.C. §18.32(c), by failing to maintain a copy of the registration listing in the cab of each registered vehicle at all times. (Other than Type B HHG carriers) Remarks:
r.		43 T.A.C. §18.32(c), by failing to make available to a certified inspector or any law enforcement officer a copy of the current registration listing upon request. (Other than Type B HHG carriers) Remarks:
F		43 T.A.C. §18.32(c)(1), by failing to maintain a certificate of registration in the cab of each power unit or each trailer operated by a Type B HHG carrier. Remarks:
m		43 T.A.C. §18.32(c)(1), by failing to make available a Type B certificate of registration to a certified inspector or any law enforcement officer upon request. Remarks:
F		43 T.A.C. §18.32(d), by failing to maintain all records and information required by the department at the motor carrier's principal office in Texas. Remarks:
F		43 T.A.C. §18.32(d)(1), by maintaining records at a location other than the principal office in Texas prior to receiving approval from the department. Remarks:
		43 T.A.C. §18.32(d)(2), by failing to maintain required records at its principal office in Texas when the carrier's principal business address is located outside the state of Texas. Remarks:
		43 T.A.C. §18.32(e), by failing to maintain all books and records generated by a motor carrier at its principal business address for a period of at least two years. Remarks:
040	d Use	
§18.5	1. по	usehold Goods Agents.
§18.5		43 T.A.C. §18.51(c), by failing to file a current, accurate list of household goods agents and their addresses with the department. Remarks:
§18.5		43 T.A.C. §18.51(c), by failing to file a current, accurate list of household goods agents and their addresses with the department.
Г		43 T.A.C. §18.51(c), by failing to file a current, accurate list of household goods agents and their addresses with the department. Remarks: 43 T.A.C. §18.51(c)(1), by failing to notify the department 30 days prior to the creation or termination of an agency agreement when utilizing alternative vehicle registration. (Type A HHG carriers)
Г		43 T.A.C. §18.51(c), by failing to file a current, accurate list of household goods agents and their addresses with the department. Remarks: 43 T.A.C. §18.51(c)(1), by failing to notify the department 30 days prior to the creation or termination of an agency agreement when utilizing alternative vehicle registration. (Type A HHG carriers) Remarks: 43 T.A.C. §18.51(c)(2), by failing to notify the department on or before Jan. 1, Apr. 1, Jul. 1 and Oct. 1 of each year of agency creation or termination when not utilizing alternative vehicle registration.
		43 T.A.C. §18.51(c), by failing to file a current, accurate list of household goods agents and their addresses with the department. Remarks: 43 T.A.C. §18.51(c)(1), by failing to notify the department 30 days prior to the creation or termination of an agency agreement when utilizing alternative vehicle registration. (Type A HHG carriers) Remarks: 43 T.A.C. §18.51(c)(2), by failing to notify the department on or before Jan. 1, Apr. 1, Jul. 1 and Oct. 1 of each year of agency creation or termination when not utilizing alternative vehicle registration. Remarks: 43 T.A.C. §18.51(d), when representing a household goods carrier, the agent failed to: (1) operate under the name of the represented household goods carrier as shown on the certificate; and (2) use only the moving services contract of the represented household goods carrier.
		43 T.A.C. §18.51(c), by failing to file a current, accurate list of household goods agents and their addresses with the department. Remarks: 43 T.A.C. §18.51(c)(1), by failing to notify the department 30 days prior to the creation or termination of an agency agreement when utilizing alternative vehicle registration. (Type A HHG carriers) Remarks: 43 T.A.C. §18.51(c)(2), by failing to notify the department on or before Jan. 1, Apr. 1, Jul. 1 and Oct. 1 of each year of agency creation or termination when not utilizing alternative vehicle registration. Remarks: 43 T.A.C. §18.51(d), when representing a household goods carrier, the agent failed to: (2) use only the moving services contract of the represented household goods carrier. Remarks: 43 T.A.C. §18.51(e), by failing to require each household goods agent to keep copies of applicable tariffs in their agent's offices and open to public inspection. (Type A HHG carriers)
		43 T.A.C. §18.51(c), by failing to file a current, accurate list of household goods agents and their addresses with the department. Remarks: 43 T.A.C. §18.51(c)(1), by failing to notify the department 30 days prior to the creation or termination of an agency agreement when utilizing alternative vehicle registration. (Type A HHG carriers) Remarks: 43 T.A.C. §18.51(c)(2), by failing to notify the department on or before Jan. 1, Apr. 1, Jul. 1 and Oct. 1 of each year of agency creation or termination when not utilizing alternative vehicle registration. Remarks: 43 T.A.C. §18.51(d), when representing a household goods carrier, the agent failed to: (1) operate under the name of the represented household goods carrier as shown on the certificate; and (2) use only the moving services contract of the represented household goods carrier. Remarks: 43 T.A.C. §18.51(e), by failing to require each household goods agent to keep copies of applicable tariffs in their agent's offices and open to public inspection. (Type A HHG carriers) Remarks: 43 T.A.C. §18.51(g), by failing to maintain a written and signed agreement between the household goods carrier and its agents, for a period of not less than two years, following the date of termination of each agreement.
		43 T.A.C. §18.51(c), by failing to file a current, accurate list of household goods agents and their addresses with the department. Remarks: 43 T.A.C. §18.51(c)(1), by failing to notify the department 30 days prior to the creation or termination of an agency agreement when utilizing alternative vehicle registration. (Type A HHG carriers) Remarks: 43 T.A.C. §18.51(c)(2), by failing to notify the department on or before Jan. 1, Apr. 1, Jul. 1 and Oct. 1 of each year of agency creation or termination when not utilizing alternative vehicle registration. Remarks: 43 T.A.C. §18.51(d), when representing a household goods carrier, the agent failed to: (1) operate under the name of the represented household goods carrier as shown on the certificate; and (2) use only the moving services contract of the represented household goods carrier. Remarks: 43 T.A.C. §18.51(e), by failing to require each household goods agent to keep copies of applicable tariffs in their agent's offices and open to public inspection. (Type A HHG carriers) Remarks: 43 T.A.C. §18.51(g), by failing to maintain a written and signed agreement between the household goods carrier and its agents, for a period of not less than two years, following the date of termination of each agreement. Remarks:

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		43 T.A.C. §18.52(d), by failing to provide the department's toll-free telephone number (1-800-299-1700) and the HHG carrier's certificate of registration number on any website operated by or for the carrier. Remarks:
Г		43 T.A.C. §18.52(e)(1), by falling to have the following identifying markings on both sides of either the power unit or trailer: (A) the name of the carrier as it appears on the certificate of registration; and (B) the registration number as it appears on the certificate of registration. Remarks:
		43 T.A.C. §18.52(e)(2), by failing to have clearly legible letters and numbers that are at least 2 inches in height on all markings displayed on both sides of either the power unit or trailer. Remarks:
Г		43 T.A.C. §18.52(f), by using false, misleading, or deceptive advertisements in connection with an offer or sale of an intrastate transportation service. Remarks:
§18.5	4 - §18	8.55. Selling Insurance to Shippers / Information for Shippers.
Г		43 T.A.C. §18.54(b), by falling to issue a copy of the policy or other appropriate evidence of purchased insurance to the shipper before the shipment is loaded. Remarks:
		43 T.A.C. §18.54(c), by issuing policies or other appropriate evidence of purchased insurance that do not specify in a clearly written and concise manner, the nature and extent of coverage including any deductibles. Remarks:
Γ		43 T.A.C. §18.54(c), by Issuing policies or other evidence of purchased insurance that do not clearly indicate: (1) the name, address and telephone number of the insurance company; (2) the policy number; and (3) a statement of whether claims are to be filed with the insurance company or with the carrier.
		Remarks:
	X	43 T.A.C. §18.55(a), by failing to provide the shipper a copy of the information sheet entitled: Your Rights and Responsibilities When You Move in Texas.
		Remarks: Copy of combination proposal/contract not being provided to shipper prior to loading of shipment - information printed on back of document.
		(1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite
		(2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster
		(3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth
		(4) Shipper: DeAndre Jackson Date: 12/02/05 Ft. Worth to Ft. Worth
		(5) Shipper: Stan Taylor Date: 5/13/05 Cedar Hill to Haltom City
		(6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill
	[(7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth
i i		(8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas
		(9) Shipper: Denise Young Date: 11/23/05 Dallas to Lancaster
§18.5	6. Pro	posals and Estimates for Moving Services.
-	X	43 T.A.C. §18.56(a), by failing to provide the shipper a written proposal prior to loading stating the maximum amount the shipper could be required to pay for listed transportation and related services.
		Remarks: Copy of combination proposal/contract not being provided to shipper prior to loading of shipment.
		(1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite
i		(2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster
		(3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth
		(4) Shipper: DeAndre Jackson Date: 12/02/05 Ft. Worth to Ft. Worth
	Ì	(5) Shipper: Stan Taylor Date: 5/13/05 Cedar Hill to Haltom City
		(6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill
		(7) Shipper: Bill Whitworth Date: 10/01/05 Cieburne to Ft. Worth
		(8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas
		(9) Shipper: Denise Young Date: 11/23/05 Dallas to Lancaster
		43 T.A.C. §18.56(a)(1), by issuing a proposal that:
] '		- does not contain the name and registration number of the motor carrier as it appears on the carrier's certificate of

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		- does not contain the name of the household goods agent who prepared the proposal; - does not contain the street address of the HHG carrier or its agent; and
1		- contains the name, logo, or motor carrier registration number of another motor carrier.
		Remarks:
_		43 T.A.C. §18.56(a)(2), by failing to conspicuously state on the written proposal whether or not it is a binding proposal or a
∦' ·	·	not-to-exceed proposal.
<u></u>		Remarks:
		43 T.A.C. §18.56(a)(3), by failing to include in the written proposal the statement: "This proposal is for listed items and services only. Additional items and services may result in additional costs." Remarks:
	景	
		43 T.A.C. §18.56(a)(4), by failing to specifically state in the written proposal when the shipper will be required to pay the transportation charges and what form of payment is acceptable.
1	1	Remarks:
		43 T.A.C. §18.56(a)(5), by falling to conspicuously state on the written proposal that the carrier's liability for loss or damage
	∥╙	to cargo is limited to \$.60 per pound per article unless the carrier and shipper agree, in writing, to a higher limit of carrier
ţ	I	liability.
		Remarks:
		43 T.A.C. §18.56(b), by failing to secure a written acknowledgment from the shipper indicating that the written proposal is
}	}	complete without the number of hours necessary to perform the transportation and related services.
		Remarks:
		43 T.A.C. §18.56(d), by transporting additional items or performing additional services without first securing from the
] ^` -	!	shipper one of the following agreements: (1) allowing the original proposal to remain in effect;
		(2) amending the original proposal or moving services contract; or
4	l l	(3) substituting a new proposal for the original.
l		Remarks:
T.		43 T.A.C. §18.56(e)(1), by failing to execute an amended proposal or moving services contract by:
1		│ (A) signing and dating the amendment; and
j		(B) clearly and specifically stating the amended maximum price for the transportation of the household goods.
ļ		Remarks:
		43 T.A.C. §18.56(e)(2), by assessing charges for fees, other than those specified on an original proposal, for additional
		items or services when the carrier has failed to amend or substitute the original proposal. Remarks:
	╽└┤╷	43 T.A.C. §18.56(e)(2), by attempting to amend or substitute the original proposal by adding items or services after the
	1	items or services have been provided or performed. Remarks:
		
	╽╙╽	43 T.A.C. §18.56(g), by failing to furnish a written proposal for transportation services to the shipper prior to loading the shipment if the estimate for services was provided by telephone.
		Remarks:
§18.5	7. Mov	ving Services Contract.
C	Ø	43 T.A.C. §18.57(a), by failing to give a copy of the moving services contract to the shipper prior to loading the shipment.
¶*		Remarks: Copy of combination proposal/contract not provided to shipper prior to loading of shipment.
		(1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite
		(2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster
		(3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth
	\ [(4) Shipper: DeAndre Jackson Date: 12/02/05 Ft. Worth to Ft. Worth
]]	
H I		(5) Shipper: Stan Taylor Date: 5/13/05 Cedar Hill to Haltom City
]		(6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill
		(6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill (7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth
		(6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill (7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth (8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas
		(6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill (7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth
	×	(6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill (7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth (8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas

and 60

		 ☐ (2) the date the shipment was loaded and a description of the shipment; ☐ (3) the name and address of the shipper; ☐ (4) the addresses of the: ☐ (A) origin, ☐ (B) destination, if known, and
		☐ (C) any stops in transit, if known; ☐ (5) the moving services to be performed; ☐ (6) the conspicuous statement, "A household good carrier's liability for loss or damage to any shipment is \$.60 per pound per article, unless the carrier and shipper agree, in writing, to a greater level of liability." ☐ (7) a conspicuous explanation of any agreement for increased carrier liability limit, the amount of increased carrier
		liability, the cost of the increased carrier limit, any deductibles above the carrier's \$.60 per pound per article liability, and the statement: ("This is not insurance.");
		(8) a clear notice of the amount of any insurance for property that is transported or stored, the amount of insurance premiums, and the policy number.
		(9) the conspicuous statement: "This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendum.";
		(10) a description of whether the proposal is a binding or not-to-exceed proposal and the maximum price the shipper could be required to pay for the services listed;
		☑ (11) a statement authorizing performance of the listed services, signed and dated by the household goods carrier and the shipper; and
		(12) a statement signed and dated by the shipper authorizing delivery of household goods at a destination where the shipper intends not to be present.
		Remarks: Contract does not contain noted information:
)	<u> </u>	1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite - Paragraph (11) Signatures not dated.
		(2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster - Paragraph (11) Signatures not dated & Paragraph (2) No description of shipment.
		(3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth - Paragraph (11) Signatures not dated.
		(4) Shipper: DeAndre Jackson Date: 12/02/05 Ft. Worth to Ft. Worth - Paragraph (11) No signatures or dates & Paragraph (2) No description of shipment.
	1	(5) Shipper: Stan Taylor Date: 5/13/05 Cedar Hill to Haltom City - Paragraph (11) Signatures not dated.
		(6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill - Paragraph (11) Signatures not dated & Paragraph (2) No description of shipment.
] ·.	(7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth - Paragraph (11) No signature for carriers representative and shipper's signature not dated.
		(8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas - Paragraph (11) Signatues not dated.
,		(9) Shipper: Denise Young Date: 11/23/05 Dallas to Lancaster - Paragraph (11) No signature for carrier's representive and Shipper's signature not dated.
D		43 T.A.C. §18.57(b), by failing to give a completed copy of the moving services contract to the shipper upon delivery of the shipment. NOTE: The moving services contract is to be signed and dated by both the shipper and carrier at destination only confirming delivery of the shipments.
[Remarks: Failure to have both signatures (Shipper & Carrier's representative) dated.
		(1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite
		(2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster
	[,	(3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth (4) Shipper: DeAndre Jackson Date: 12/02/05 Ft. Worth to Ft. Worth - No carrier's representative signature.
		(5) Shipper: Stan Taylor Date: 5/13/05 Cedar Hill to Haltom City
		(6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill
		(7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth - No carrier's representative signature.
		(8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas
		(9) Shipper: Denise Young Date: 11/23/05 Dallas to Lancaster - No carrier's representative signature.
		43 T.A.C. §18.57(b), by failing to release the household goods to the shipper at destination if shipper pays the maximum
		price listed on the moving services contract. Remarks:
Г		43 T.A.C. §18.57(b), by failing to give a completed copy of the moving services contract to the shipper upon delivery of the shipment that includes:
		(1) the total charges for the shipment and the specific nature of each charge, including the method used to calculate the minimum and total charges if the shipment was not transported based on a binding proposal;
		(2) an explanation of all additional moving services provided in accordance with §18.56(d); and
	<u></u>	(3) the addresses of the origin, destination, and any stops in transit if not previously provided on the moving services contract at the origin.

		Remarks:
<u></u>		43 T.A.C. §18.57(e), by failing to have signatures for authorizing performance of listed services and shipment delivery confirmation separate from any signatures required by the household goods carrier such as acknowledgement of the statement of value of the shipment. Remarks:
§18.5	B - 618	3.59. Moving Services Contract – Options for Carrier Limitation of Liability / Inventories
Г		43 T.A.C. §18.58(a)(2), by altering or expanding the limitations of liability on a shipment as set out in subsections (b) or (c) of §18.58. Remarks:
		43 T.A.C. §18.59(c)(1), by failing to include the following information in the inventory: (A) the shipper's name and household goods carrier's name as it appears on the carrier's certificate of registration; (B) a description of each item in the shipment to include the quantity and size of each container; and (C) the symbols "CP" for all containers packed or crated by the carrier and "PBO" for containers packed or crated by the shipper. Remarks:
F		43 T.A.C. §18.59(c)(2), by failing to have the inventory signed by shipper and household goods carrier at origin that includes a conspicuous statement that the shipper's signature affirms the contents and condition of the items in the shipment. Remarks:
Г		43 T.A.C. §18.59(c)(3), by failing to have the inventory signed by shipper and household goods carrier at destination. Remarks:
[-		43 T.A.C. §18.59(c)(3), by failing to have the following statement on the inventory by the shipper's signature line: "Signing the inventory means: (i) all items loaded have been received, except as noted; (ii) obvious loss or damage has been noted; and (iii) signing the inventory does not waive a claimant's right to file a claim." Remarks:
§18.60	0. Det	ermination of Welghts.
Γ.		43 T.A.C. §18.60(a), by failing to determine the weight of each shipment on a certified scale prior to assessing any charges when transporting a shipment on a not-to-exceed proposal using shipment weight as a factor in determining transportation charges Remarks:
		43 T.A.C. §18.60(c)(1), by failing to obtain and carry on the vehicle a separate weight ticket for each weighing when both weighings are not performed on the same scale. Remarks:
П		43 T.A.C. §18.60(c)(1), by failing to have weight ticket signed by the person performing the weighing. Remarks:
r		43 T.A.C. §18.60(c)(1), by failing to provide all required information on the weight ticket: (A) the complete name and location of the scale; (B) the date of each weighing; (C) identification of each weight entry: tare, gross or net; (D) the company or carrier identification of the vehicle; and (E) the last name of the shipper as it appears on the moving service contract. Remarks:
r :		43 T.A.C. §18.60(c)(2), by failing to retain the weight ticket as part of the shipment file. Remarks:
§18.61	- §18.	62. Claims / Mediation by the Department.
Γ.		43 T.A.C. §18.61(b)(1), by failing to send a written acknowledgment of a claim within 20 days after receipt of the claim, excluding Sundays and nationally recognized holidays. Remarks:

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Γ.		43 T.A.C. §18.61(b)(1)(A), by failing to include in the claim acknowledgment letter the statement, "Household goods carriers have 90 days from receipt of a claim to pay, decline to pay, or make a firm settlement offer, in writing, to a claimant. Questions or complaints concerning the household goods carrier's claims handling should be directed to the TxDOT's Motor Carrier Division at 1-800-299-1700. Additionally, a claimant has the right to request mediation from TxDOT within 30 days (excluding Sundays and nationally recognized holidays) after any portion of the claim is denied by the carrier makes a firm settlement offer that is not acceptable to the claimant, or 90 days has elapsed since the carrier received the claim and the claim has not been resolved."
T.		43 T.A.C. §18.61(b)(2), by failing to pay, decline to pay, or make a firm settlement offer in writing within 90 days after receipt of the claim. Remarks:
Г		43 T.A.C. §18.61(b)(2), by failing to include the following statement in a claim settlement offer: "A claimant has the right to seek mediation through TxDOT within 30 days (excluding Sundays and nationally recognized holidays) after any portion of the claim is denied by the carrier, the carrier makes a firm settlement offer that is not acceptable to the claimant, or 90 days has elapsed since the carrier received the claim and the claim has not been resolved." Remarks:
Γ.		43 T.A.C. §18.61(b)(3), by failing to provide a copy of shipping documents to the shipper's insurance company upon request. Remarks:
C		43 T.A.C. §18.61(c)(1), by failing to inspect items of a shipment within 30 days after receipt of a claim. Remarks:
Г		43 T.A.C. §18.61(c)(2), by failing to handle separately payment of shipping charges and payment of claim. Remarks:
		43 T.A.C. §18.61(d), by failing to maintain a record of every claim filed for a minimum of two years. Remarks:
		43 T.A.C. §18.61(d), by falling to maintain in a systematic, orderly and easily retrievable manner the following information on each claim filed: (1) claim number (if assigned), date received, and amount of money of the requested remedy; (2) number (if assigned) and date of the moving service contract; (3) name of the claimant; (4) date the carrier's claim acknowledgment letter was issued; (5) date and total amount paid on the claim or date and reason claim was disallowed; and (6) dates, time, and results of any mediation coordinated by the department.
r-	X	43 T.A.C. §18.62(i), by falling to participate in the mediation process. Remarks: Carrie falled to fully participate in mediation of process. (1) Mediation # 1165 Date: 1/19/06 Claimant: Stanley Taylor Mediator: Sherry R. Wetsch Carrier's Representative: Mark Mareno. Carrier's representative was not able to fully represent the carrier during mediation. Mediator's subsequent attempt to contact carrier's owner by phone to complete the mediation was not successful.
§18.6	3. Ann	ual Report.
I		43 T.A.C. §18.63(a), by failing to file an annual operating report with the department on or before the 15 th of May of each year. Remarks:
§18.6	4 - §18	3.65. Rates. / Tariff Registration.
Г		43 T.A.C. §18.64(b), by failing to set maximum rates and charges for services in its applicable tariff. (Type A HHG carr.) Remarks:
F		43 T.A.C. §18.64(b), by failing to disclose the maximum rates and charges before transporting shipments between two or more incorporated cities. (Type A HHG carriers)

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Γ	<u> </u>	43 T.A.C. §18.64(c), by charging more than the maximum charges published in applicable tariff on file with the department for transportation services between two incorporated cities. (Type A HHG carriers) Remarks:
٦		43 T.A.C. §18.65(b), by failing to have a tariff filed with the department. (Type A HHG carriers) Remarks:
		Additional violations.
		Remarks:



October 4, 2006

Certified Mail Article No.7000 1670 0009 3975 3656

Accent Movers, Inc. Shane Gibson 2616 Weaver St. Haltom City, TX 76117

Notice No. 37019=HH-AP-A01-06

Dear Mr. Gibson:

On July 13, 2006, we sent you a notice alleging that you have violated certain Department rules and regulations. This notice also offered you the opportunity to discuss a settlement of the alleged violations without the need for an Administrative Hearing. Since we have not been able to come to an agreement to resolve this matter, I have referred your file to the Texas Attorney General's Office. The Texas Attorney General's office will represent the department, and a hearing will be set before the State-Office of Administrative Hearings. You will receive a written notice of hearing containing the information specified in 43 Texas Administrative Code §§1.21 – 1.61 (relating to Contested Case Procedure).

Any further communication concerning this matter should be directed to Ms. Cathleen Slack, Assistant Attorney General, at the Texas Attorney General's Office. Transportation Division, 512-463-2004.

Sincerely,

Carol Davis, Director
Motor Carrier Division

cc: Field Operations - Arlington

cc: mailed 1st, class

cc: Acuff & Gamboa, L.L.P.
Park Plaza Building
John L. Gamboa
2501 Parkview Dr. Ste. 405

Fort Worth, TX 76102

An Equal Opportunity Employer

RECOMMENDED PENALTY: \$17,500

Accent Movers, Inc. 2616 Weaver Street Fort Worth, TX 76117

PAGE 1 OF

EXDOT NICR NO.: 000537473B

NOTICE NO. 37019

Size: Medium

investigation number), one department generated complaint, and a recheck, alleging the Subject damaged housefold goods, failed to participate in mediation, operated intrastate without a certificate of registration(MCR), and operating interstate without the necessary SSR(no USDOT MC). The allegations were substantiated during the investigations; although, in most of the instances of damage claims, Subject did make a small settlement, but the consumer was just not satisfied with the minimal amount of settlement. The investigation resulted in the citing of numerous violations involving registration, insurance, recordkeeping, consumer protection ISSUES: An investigation of Accent Movers, Inc. was performed following 5 consumer complaints (each assigned a different requirements, and operating without appropriate SSR.

STATUTORY PENALTY CONSIDERATIONS:

14 days—In insurance" Foliatio bacinsurance/happust-bladtofile

Seriousness of the violation (including the hazard or potential hazard created to the health, safety or economic welfare of the has shown a disregard for the Department's Motor Carrier rules and Regulations and Consumer Protection requirements, and a and cargo insurance, placing the motoring public at serious risk. The Subject's failure to fully cooperate and participate in mediation public): These violations are considered serious because the household good carrier has operated without a motor carrier registration disregard to the mediator and consumer.

operating without commercial liability insurance coverage. AP Notice 24802, CSA paid penalty of \$1,000.00 on 9/2/03, contents of 23694, Conference in June of 2002, pertaining to violations with proposal/ contract requirements (format), claim/settlement letters and History: Subject (Shane Gibson, President) has operated for many years as a mover in Texas, having had numerous complaints a investigations. AP Notice 00219, paid penalty of \$532.00 for interstate operations(SSR), investigation in April of 1996. LOW5 Noti contracts and operating intrastate without insurance coverage, investigation in September of 2002.

well aware of the laws and rules of household goods carriers by way of numerous years of operation and numerous contacts with the Also, Subject has operated another moving company, Mamas Movers dba Able Bodied Movers, 0005ậ7471B, for several years. Even though Subject claims to not being aware of some of the violations cited in this current case, Subject has had the opportunity to be very department. The investigators have explained the rules extensively to Subject during these contacts.

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Amount necessary to deter future violations: The penalty being assessed is consistent with MCO enforcement policy towards household good carriers that continue operate in violation of the Motor Carrier Rules and Regulations.

Efforts made to correct the violations: Subject has re-registered its intrastate MCR, but not its SSR/USDOT MC

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A Vigilations	કું. ⁷ હેકિમાહ ક	STOREFIE	Sign	ार् <u>श</u> ्वाः जेतः			
1) 43 T.A.C. §18.11(b), by operating as a household goods carrier upon the public streets and highways of Texas without first obtaining a certificate of registration issued by the Texas Department of Transportation.	MCCS; Contracts	NONE	Sana	. O	\$2,500 M	\$2,500	
2) 43 T.A.C. §18.16(b), by failing to file and maintain proof of financial responsibility for cargo with the department.	MCCS; Contracts	NON:	3/12/01	ب	\$2,500 M	\$2,500	• • •
3) 43 T.A.C. §18.17(a)(1), by failing to maintain on file with the Department an application to register as an interstate motor carrier for all states of travel as required by 49 U.S.C. §14504 before beginning operations in Texas.	MCCS; Contracts	NONE	4/96	-	\$2,500 M	\$2,500	
4) 43 T.A.C. §18.17(j), by failing to file proof of insurance in accordance with the levels specified by 49 CFR, Part 387, Subpart C.	MCCS; Contracts	NONE	4/96	-	\$2,500 M	\$2,500	
5) 43 T.A.C. §18.55(a), by failing to provide the shipper a copy of the information sheet entitled: <i>Your Rights and Responsibilities When You Move in Texas.</i>	Contracts; Investigator's statement	Could be challenged	5/7/01	6	\$1,000 L	\$1,000	a has program \$1 . \$1
 b) 43 1.A.C. §18.56(a), by failing to provide the shipper a written proposal prior to loading stating the maximum amount the shipper could be required to pay for listed transportation and related services. 	Contracts; Investigator's statement	Could be challenged	5/7/01	6	.\$1,000 L	\$1,00	i
7) 43 T.A.C. §18.57(a), by failing to give a copy of the moving services contract to the shipper prior to loading the shipment.	Contracts; Investigator's statement	Could be challenged		O	\$1,000 L	\$1,000	
8) 43 T.A.C. §18.57(a), by failing to include the following information on the moving services contract: (2) the date the shipment was loaded and a description of the shipment, and	Contracts; Investigator's statement	NONE	3/12/01 5/7/04 9/9/02	Ö	\$1,000 L	\$1,000	
	2						****

ACTIVITY OF THE PROPERTY OF TH		·			1		
	Voirie	<u>e</u> vietemes	31:07:18	Prey Viols	No.	Pan Par	1 <u>1</u> 201
(11) a stateme signed and da shipper.	(11) a statement authorizing performance of the listed services, signed and dated by the household goods camer and the shipper.						
9) 43 T.A.C. the moving se shipment. NO and dated by	mpleted copy of on delivery of the act is to be signed estination only	Contracts; Investigator's statement	NONE	5/7/01	o,	\$1,000 L	\$1,000
10) 43 T.A.C. process.	10) 43 T.A.C. §18.62(i), by failing to participate in the mediation M process.	Mediator's statement	NONE		-	\$2,500	\$2,50r
Total Recom	Total Recommended Penalty					IWI	\$17,500
CHRONOL	CHRONOLOGY OF CURRENT COMPLAINTIS) AND INVESTIGATION(S):	ATION(S):					
DATE							:
9/5/05	Subject transported household goods interstate from Dallas, TX to Benver; CO is 325452 was revoked in June 1998. Subject never had SSR with the department.	n Dallas, TX to ad SSR with the	TX to Benver; CO without active SSR.	ithout acti		Subject's USDOT MC	SDOT MC
1/19/06	Subject did not fully participate in mediation. Subject's employee called the mediator, did not cooperate, put mediator on hold, and then did not participate. Mediation No. 1165. Mediation request pertained to overcharge & damage claim from intrastate shipment on 5/13/05 to storage, then on 9/6/05 to destination, in the Cedar Hill area.	2's employee c 165. Mediation 76/05 to destina	called the med request pertaition, in the Ce	iator, didir ned to ove	not coope ercharge ea.	rate, put me & damage o	ediator on Yaim from
1/26/06	Subject's intrastate MCR 000537473B revoked due to no proof of insurance	to no proof of i	nsurance.				
2/14/06	Subject re-registered certificate, MCR 000537473B became Active	became Active					
3/29/06	Investigation was conducted on Subject.						
	*TxDOT AP It mailed 7/13/06. Request for Administrative Hearing rec'd 7/24/06 from Subject's attorney, John Gamboa	rative Hearing	rec'd 7/24/06	from Subje	ct's attor	ney, John G	ampoa
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RA							<u></u>
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PAGE 02/04

BEFORE THE TEXAS DEPARTMENT OF TRANSPORTATION

In the Matter of:

The Texas Department of Transportation v. Shane Gibson d/b/s Accent Movers;

Docket No. 601-07-6507

COMPROMISE SETTLEMENT AGREEMENT AND FINAL ORDER

The Texas Department of Transportation (hereinafter, "DEPARTMENT,") and Mr. Shane Gibson, individually and as manager for Accent Movers (hereinafter, "BIBSON") announce they have entered into a settlement (the "Scuttement") of the matters involved in the above-referenced proceedings, subject to the approval of the settlement by the Director, Motor Carrier Division. GIBSON and the DEPARTMENT agree and stipulate as follows:

- 1. The DEPARTMENT determined GIBSON violated the Motor Carrier Regulations set forth in Sections 43 Tex. Admin. Code §18.11(b); 43 Tex. Admin. Code §18.16(b)(2); 43 Tex. Admin. Code §18.17(1); 43 Tex. Admin. Code §18.5(a); 43 Tex. Admin. Code §18.57(a); 43 Tex. Admin. Code §18.57(a); 43 Tex. Admin. Code §18.57(a); 43 Tex. Admin. Code §18.57(b); and 43 Tex. Admin. Code §18.62(i) of Title 43 of the Texas Administrative Code. The allegations are specifically set forth in the DEPARTMENT'S Original Petition and First Amended Petition, Dooket No. 601-07-0507, and are incorporated betwin by reference.
- GIBSON acknowledges receipt of adequate notice of the alleged violations of the Motor Carrier Regulations, penalties, and his right to a hearing. GIBSON hereby waives any and all rights he may have to further notice or to further details of the violations.
- 3. GIBSON does not admit to violating the Motor Carrier Regulations.
- The allegations set forth in Docket No. 601-07-0507, concerning violations of the Motor Carrier Regulations, are hereby settled and compromised.

SETTLEMENT TERMS .

- In consideration of the full compromise and acttlement of backet No. 601-07-0507,
 GIBSON agrees to the following:
 - A. GIESON agrees to comply with all Texas Department of Transportation administrative rules and regulations.

Settlement - Page 1 of 3

PAGE 03

- B. GIBSON agrees to comply with all registration requirements for interstate household goods shipments.
- C. GIBSON agrees settle all claims with Nathan Handberry and Stan Taylor and provide the Texas Department of Transportation with documentation that said claims have been settled no later than September 13, 2007.
- D. GIBSON agrees to pay a penalty of \$2,500.00 (Two Thopsand Pive Hundred and No/100 Dollars) and attorneys fees of \$1,000.00 (One Thousand and No/100 Dollars), for a total of 3,500.00 (Three Thousand Pive Hundred Dollars), made payable to "Office of the Attorney General," in the formiof cashier's check, teller check, or money order, by October 1, 2007, to:

Office of the Attorney General Transportation Division ATTN: Betsy Johnson, AAG P.O. Bex 12548 Austin, TX 78711-2548

- 6. In consideration of the full compromise and settlement of Docket No. 601-07-0507, the DEPARTMENT agrees to the following:
 - A. To request that the record of this matter remain open antil October 5, 2007, to permit adequate time to confirm the fulfillment of all of the obligations described in Section 5.
 - B. Upon confirmation that the obligations described in Section 5 have been fulfilled, the DEPARTMENT will withdraw the Petition against GIBSON.
- 7. This Compromise Settlement Agreement and Final Order is not binding upon the DEPARTMENT until approved by the Director, Motor Carrier Division and GIBSON has fully performed in a timely manner. Should the Director not consent to the Settlement, then:
 - A. The DEPARTMENT shall offer to refund any payment (under 5(D)) made by GIBSON as a requirement of the Settlement;
 - B. The DEPARTMENT retains the right to collect all amounts due from GIBSON to the DEPARTMENT;
 - C. GIBSON'S signature on the Settlement confirms that GIBSON hereby has advance notice that the DEPARTMENT shall request that the record be closed in this matter and a proposal for decision be issued by the State Office of Administrative Hearings on the 5th day of October, 2007.

Settlement - Page 2 of 3

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 This Compromise Settlement Agreement is strictly limited to the specific violations alleged in Docket No. 601-07-0507.

Jurisdiction having been established, and based on the stipulations and agreements of the parties, incorporated herein by reference, it is therefore ORDERED by the Texas Department of Transportation, that the terms and conditions of this Settlement are accepted and approved, as evidenced below by the signatures of the parties.

Done this Zafk day of

, 200*S*

Carol Davis, Director Motor Carrier Division

Texas Department of Transportation

SHANE GIBSON D/B/A ACCENT MOVERS

By: Title: PNI/06-5

Date: 3-17-67

SHANE GIBSON

Scittlement - Page 3 of 3

From:

Michael Etis

To:

Date:

Tiffiny Roybai 5/14/2008 8:46 AM

Subject:

Re: Fwd: Accent Movers

We should be able to process the settlement on this case. I think all we were waiting on was his money.....

>>> "Betsy Johnson" < Betsy Johnson@oag.state.tx.us> 5/13/2008:9:36 PM >>> Hi Mike, in trial so delayed response-apologies. Yes, my office confirms a check from Shane Gibson in the amt of \$3500. Thanks!

Assistant Attorney General Transportation Division (512)463-2004 telephone (512)472-3855 fax

The information contained in this e-mail transmission is confidential. It may also be subject to privileges relating to attorney-client communications, work product, or proprietary information. This .information is intended for the exclusive use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution (other than to the addressee(s) named above), copyling, or the taking of any action because of this information is strictly prohibited. If you have received this information in error, please immediately notify us by return e-mail and delete this message.

>>> "Michael Ellis" < MELLIS@dot.state.tx.us> 05/13/08 9:32 AM >>>

>>> <shane@accentmovers.com> 5/13/2008'8:53 AM >>> Good morning Mike.... wanted to let you know that i sent that 3500\$ into the attorney generals ofc last week. If you get a chance could you confirm with them that they received it? I appreciate all the help you have gave us in this matter

Shane Gibson

Kas Per viros en sented.

Al daires ser os (TR)



DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

June 05, 2008

Accent Movers, inc. Shane Gibson 2616 Weaver Street Haltom City, TX 76117

Notice No. 37019-HH-AP-A01-06

Dear Mr. Gibson:

Enclosed is a copy of the Compromise Settlement Agreement and Final Order which was signed on May 29, 2008. If you have any questions concerning this matter please contact Richard Norwood at 817-633-5194 or 1-800-299-1700 (option 3).

Sincerely,

(Carol Davis, Director Motor Carrier Division

Enclosure

cc: Field Operations - Arlington

Enforcement History as relating to following investigations:

Accent Movers, Inc. TxDOT # 000537473B ID # 34522, 35036, 35342, 35703, 35859, 35891

(1) AP under Notice # 00219 resulting from an investigation conducted in April '96 for transporting an interstate shipment – Paid penalty in an amount of \$532.00.

(2) Conference held with carrier in June '02 as a result of a recheck under Notice # 23694 for non-compliance with proposal/ contract requirements (format), claim settlement letters and operating without commercial liability insurance coverage.

(3) AP under Notice # 24082 resulting from an investigation conducted in Sept.'02 principally for operating without commercial liability insurance coverage – Paid penalty in an amount of \$1,000.00

(4) Reoccurring violation cited for operating without a current letter of credit or other approved forms of financial responsibility:

1. ID # 20243 Date: 5/09/01

2. ID #'s 28896 & 29002 Date: 9/02/04

3. ID #'s 29305 & 30997 Date: 4/05/05

(5) Reoccurring violations cited for non-issuance and improper completion of proposals and contracts.

1. ID #'s 19129 & 19241 Date: 1/13/01 2. ID # 20243 Date: 5/09/01 3. Notice # 19748 Date: 9/06/01 4. Notice # 21882 Date: 3/25/02 5. Notice # 24135 Date: 9/09/02

EVIDENCE

ACCENT MOVERS, INC. ID'S 34522, 35936, 35342, 35703, 35859, 35891

NOTICE # 34262

EVIDENCE

ACCENT MOVERS, INC.

ID'S 34522

COMPLAINANT: NATHAN HANDBERRY

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

ACCENT MOVERS, INC. 817-834-5377

INTERSTATE ORDER FOR SERVICE

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ORIGINAL - NOT NEGOTIABLE

To the Claims Department at Accent Movers:

I recently had my stuff moved from a storage unit in Dallas to my new residence at 362 S Lincoln St, Denver CO 80209 on Labor Day (9/5/05). Mark was the person that took care of my move. The crew was very quick unloading everything. He said they had a blowout in transit and a dolly slammed into my television. It was a virtually brand new 50-inch Samsung HD DLP TV. He said to send in the claim form and put attention Mark on it, which I have done. I have included pictures of the damage.

I called BestBuy since the TV is still under warranty. They came out to fix it on 9/17/05, but didn't have the part they need (new screen). They said it would be another 7-10 days to get the part in: I'm still waiting on the actual cost. The tech told me it was \$90 for the service call, he thought it would be \$227 for the new screen, and labor might be charged for installing it. I will send a copy of the receipt in as soon as I get it. My preference for contact is small as I will be traveling quite a bit in the next few weeks, but I will have my cell phone with me (will not be able to answer while in meetings).

Thanks, Nathan Handberry 362 S Lincoln St Denver, CO 80209

9/21/05

817-692-0351

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9/21/05

817-692-0351

28of 60

Able Bodisd Movers, inc. 2616 Weaver Street Haltom City, Texas 76117 (817)652-0088***(972)680-4433

September 29, 2005

Nathan Handberry 382 S. Lincoln Street Denver, CO 80209

Thank you for submitting the information to your claim, it has been received and reviewed. We are offering you a settlement in the amount of \$ 45.00, in which covers on an average weight of \$.60 per pound per Item. Please sign this form below and return to our office and we will issue you a check.

Signature	Date	

Household goods carriers have ninety days from the receipt of a claim to pay, decline to pay, or make a firm settlement offer, in writing to claimant. Questions or complaints concerning the household goods carrier claim handling should be directed to the TXDOTS Motor Carrier Division at 1-800-299-1700. Additionally, a claimant has the right to request mediation from TXDOT within thirty days (excluding Sundays and Nationally recognized holidays) after any portion of the claim is denied by the carrier, the carrier makes a firm settlement offer that is not acceptable to the claimant, or ninety days has elapsed since the carrier received the claim and the claim has not been resolved.

Thank You,

Mark Moreno Claims Manager

29 of 60

D.O.T. # 000537473B

ACCENT MOVERS, INC.

817-834-5377 972-264-7767

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Able Bodled Movers, Inc. 2616 Weaver Street Haltom City, Texas 76117 (817)652-0088****(972)660-4423

November 21, 2005

OeAndre Jackson & Bryan Blackburn 7451 Vänessa Driva Fort Worth, Texas 76112

Thank you for submitting the information to your claim, it has been received and reviewed.

At this time your claim has been denied.

Household goods carriers have ninety days from the receipt of a claim to pay, decline to pay, or make a firm settlement offer, in writing to claimant. Questions or complaints concerning the household goods carrier claim handling should be directed to the.

TXDOT'S Motor Carrier Division at 1-800-299-1700. Additionally, a claimant has the right to request mediation from TXDOT within thirty days (excluding Sundays and Nationally recognized holidays) after any portion of the claim is denied by the carrier, the carrier makes a firm settlement offer that is not acceptable to the claimant, or ninety days has elapsed since the carrier received the claim and the claim has not been resolved.

Tank You.

Mark Morbeo Claims Manager

Able Bodied Moyers, Inc. 2616 Weaver Street Haltom City, Texas 76117 (817)652-0088***(972)660-4433

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DeAngre Jackson & Bryan Blackburn

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Thank You,

Mark Moreno Claims Manager

ABLE BODIED MOVERS 2816 WEAVER ST. HALTOM CITY, TX 76117

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ABLE BODIED MOVERS

2616 WEAVER ST. HALTOM CITY, TX 76117





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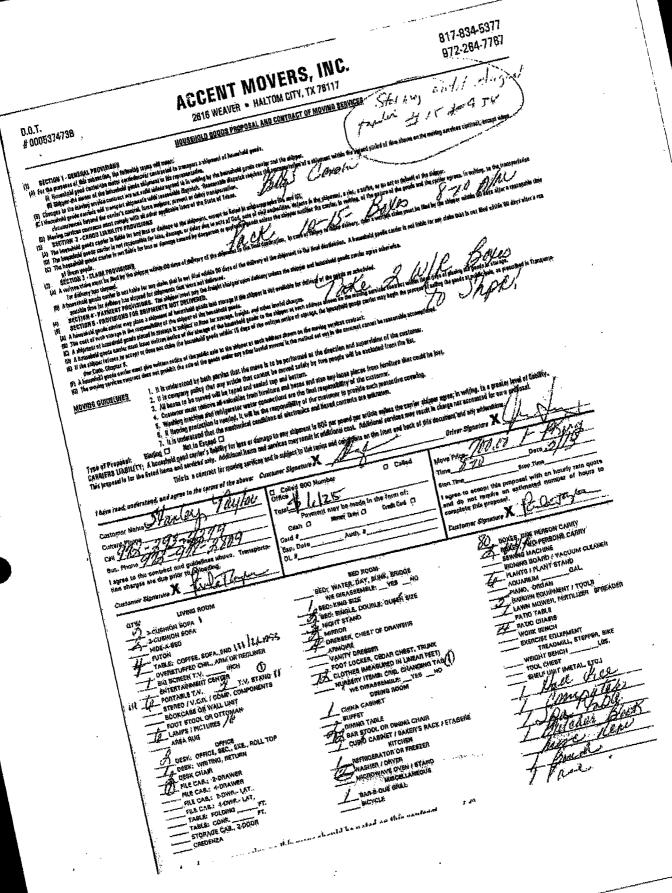
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EVIDENCE

ACCENT MOVERS, INC.

ID'S 35342

COMPLAINANT: STAN TAYLOR



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Sherry R. Wetsch

Attorney at Law

V CV

VIA FAX 512-465-3660 (1page-no cover) INVOICE NUMBER IXDOTFY0613

January 19, 2006

RE: INVOICE MEDIATION REQUEST NUMBER 1165 In the Matter Concerning Stanley Taylor & Accent Movers

Chasiry Vasquez TXDOT Motor Carrier Division 125 East 11th Street Austin, TX 78701-2223

Dear Ms. Vasquez:

This letter constitutes my invoice for this file. Cost is billed at \$90.00 per hour. My payee ID # is 501-86-9735. PO # B442003002675000, NIGP 961-05-50-0506. Vendor # 25018697356-000.

This matter was set for mediation today. The parties appeared. The Carrier did not participate.

1/7/06

1 hour

reviewed file; TE/parties; letters to parties

1/19/06

.75 hour

prepared for & conducted mediation; fax from Consumer;

TE/Consumer

1.75 hours @ \$90.00 per hour Mileage to and from mediation-none Copies/fax/telephone/postage-NC TOTAL DUE: \$157.50

Sincerely,

Sherry R. Wetsch
arbitration General ADR Practice

Mediation Arbitration (281)-558-3503 P.O. Box 440566 H

-3503 Fax (281)-558-3489 666 Housson, Texas 77244-0566

EVIDENCE

ACCENT MOVERS, INC.

ID'S 35703

COMPLAINANT: JOE BARNARD

NO SPECIFIC EVIDENCE CONCERNING COMPLAINT, HOWEVER EVICENCE WAS SECURED ON THE FOLLOWING INDIVIDUALS:

- (1) KRISTY JAMISON (2) CANDICE WRIGHT (3) TINA ROSS

D.O.T. # 000537473B

ACCENT MOVERS, INC. 2616 WEAVER + HALTOM CITY, TX 76117

817-834-5377 972-264-7767

	BEHOLD BOODS PROPUBAL AND CONTRACT OF MOVING SEL	VICES
(c) SECTION 1 - SEMENAL PROVINCIONS (d) For the purposes of this subsection; the full village ferms will mean;		•
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SECTION S. PROVISIONS FOR SHIPMENTS NOT DELIVERED.	4-14 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A	
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ACCENT MOVERS, INC. 2818 WEAVER • HALTOM CITY, TX 76117

HOUSEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES

817-834-5377 Ø 972-264-7787

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ACCENT MOVERS, INC. 2616 WEAVER • HALTOM CITY, TX 76117

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ACCENT MOVERS, INC. 2818 WEAVER . HALTOM CITY, TX 78117

817-834-5377 972-264-7767

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EVIDENCE

ACCENT MOVERS, INC.

ID'S 35859

COMPLAINANT: WILLIAM WHITWORTH

D.O.7: # 000537473B

ACCENT MOVERS, INC. 2816 WEAVER • HALTOM CITY, TX 76117

817-834-5377 972-264-7767

	<u>SEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SER</u>	<u>vices</u>
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EVIDENCE

ACCENT MOVERS, INC.

ID'S 35891

COMPLAINANT: DENICE YOUNG

D.G.T. # 0005374738

ACCENT MOVERS, INC. 2818 WEAVER . HALTOM CITY, TX 78117

HOUSEHOLD BUOKS PROPOSAL AND CONTRAST OF MAYING STOVICES

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ACCENT MOVERS, INC. 2818 WEAVER . HALTOM CITY, TX 78117

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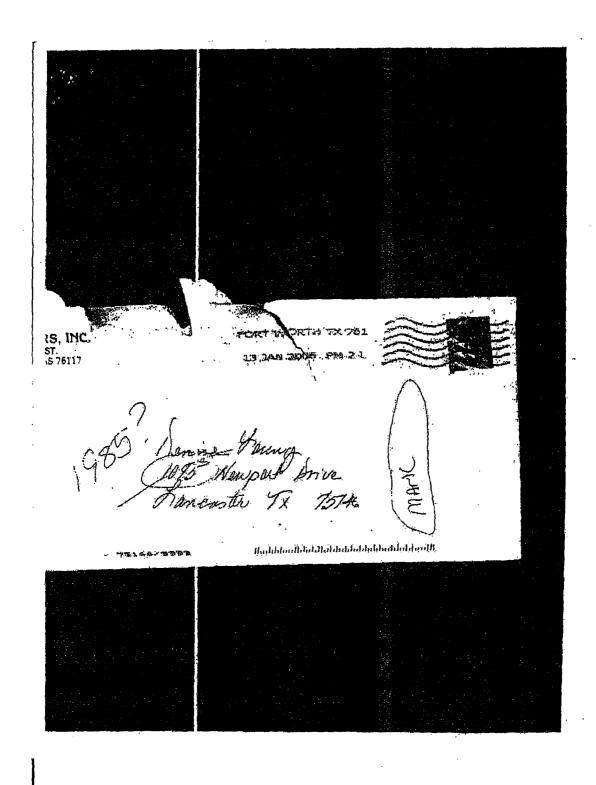
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ACCENT MOVERS, INC. 2010 WEAVER - HALTOM CITY, TX 70117

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ACCENT_MOVE

PAGE 03

12/12/05

Accent Movers 2616 Weaver Haltom City, Tx. 76117

To Whom It May Concern:

Please be advised that this list contains additional items that were damaged in my move on 9/30/05. I was not aware of the damage items until your movers moved me again on 11/23/05. I have included a few pictures of the damage items.

4-Dresser drawer handles & scratch marks on top of dresser- Dresser w/mirror price-\$499,99

Total:\$499.99

Moved from: 2323 N Rield St #1216, Dallas Tx. To 4114 N Central Expy-Storage USA.

If you have any questions please contact me at 214-293-5364 or 972-218-0007

Thenks,

Denice Young

1985 Newport dr Lancaster, Tx 75146

12/10/05

Accent Movers 2616 Weaver Haltom City, Tx 76117

To Whom It May Concern:

The following list of items were damaged in my move on 9/30/05. I was not aware of the damage items until your movers moved me again on 11/23/05. I have included a few pictures of the damage items.

Night stand-\$199.99 Entertainment Center-\$349.99 Bar Cart -- 2-Glass inserts-\$79.99 End table-\$99.99 2-Wood-Poles on king size bed-\$999.99-price of bed Computer-\$175.00 Fireplace equipment-\$49.99

Total:\$1954.94

Moved from: 2323 N Field St #1216, Dallas Tx. To 4114 N Central Expy-Storage USA.

If you have any questions please contact me at 214-293-5364 or 972-218-0007

Thanks

Young

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Accent Movers, Inc. 2616 Weaver St. Haltom City, Texas 76117 817-834-5377 or 972-264-7767 ıν

Dec. 14,2005

168 X Julyan

Denise Young 1095 Newport Dr. Lancaster, Tx. 25146

Dear Denisa,

Your claim has been received and reviewed. Based upon a weight of lbs., we are offering you a settlement price in the amount of \$ 100.00 In which covers .60 per pound per item.

Pleme sign the form below and return to our office at the above address and we will issue you a check.

Household goods carriers have ninety days from the receipt of a claim to pay, decline to pay or make a firm settlement offer in writing to the claiment. Questions or complaints concerning the household goods carrier claim handling should be directed to the TxDOT'S Motor Carrier Division at 200-299-1700.

Additionally, a claimant has the right to request a mediation from TxDot within thirty days (excluding Sundays and Nationally recognized holidays) after any portion of the claim is denied by the carrier, the carrier makes a firm settlement offer that is not acceptable to the claimant, or ninety days has elapsed since the carrier received the claim and the claim has not been resolved.

Please sign here for acceptance;			
	Date:		
Thank You,			
Shune (Abson Claims Manager		•	



TX DOT# 000537473b TxDOT. (800)299-1700 DALLAS: 972,264,7767 FT WORTH: 817,834,5377 FAX: 817,834,3699

"OUR BUSINESS IS MOVING"

APARTMENTS * HOMES * OFFICES

LOCAL AND LONG DISTANCE

Serving the Metroplex since 1989.

- FREE IN-HOME ESTIMATES
- SAME DAY SERVICE
- PIANOS MOVED
- TRUCK LOADING AND/OR
- UNLOADING

- FULL SERVICE MOVING COMPANY
- EXPERIENCED PROFESSIONAL
- PERSONNEL
- SUPERIOR PACKING SERVICE
- STORAGE AVAILABLE

ASK ABOUT OUR FREE BOXES

FREE DISASSEMBLY/ASSEMBLY OF WASHERS*
DRYERS * STANDARD BEDS * DRESSERS * MIRRORS

Click here for a free estimate

Web Design by Moving Butler... Carports

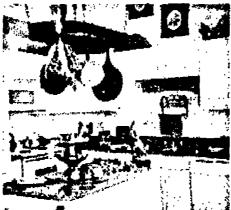
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DALLAS: 972,264,7767 FT WORTH: 817,834,5377 FAX: 817,834,3899

Services



Accent Movers, Inc. is a moving company specializing in relocating offices, home, and apartments in the DFW area as well as all over the country. Our contractors professionals with at least owt years of moving experience. Accent strives repetitive quality customer satisfaction. We have been in business for over 12 years and are

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locally owned and operated. Accent movers will provide you a oneon-one representative to accommodate your relocation needs and answer any question, as well as a crew leader on site to answer any questions. Please call anytime if we can assist you in any way.

Accent Movers, Inc. is able to completely furnish the following services upon request:

- Truck loading/unloading
- Box unpacking/packing
- Same day service (most cases)
- Hourly rates
- Crating
- Dissassembly/reassembly
- Single item moves
- Guaranteed quotes (w/list)
- Storage
- Inner office/house
- Hoisting

In addition to the standard household furnishings, we are able to move the following:

20/5

- automobiles (most cases)
- hot tubs
- marble/glass
- commercial equipment (most cases)
- medical equipment
- pianos
- pool tables
- arcade games
- shop tools (most cases)
- modular units
- safes
- big screen TV's
- vending machines
- electronics
- antiques

30/5



DALLAS: 972.264.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

Local Moves

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Accent Movers, Inc. specializes in local moves within the DFW metroplex as well as throughout the United States. Our moving teams are courteous, careful and fully qualified to complete your move safely and efficiently. Accent is prepared to offer a guaranteed quote for our moving services based on a itemized list obtained. Please understand that our quotes are based solely on the information provided and a written guarantee is available and encouraged. If you are unable to provide an itemized list of belongings to be moved, our moving consultants may offer an hourly rate. We also offer free in-home estimates to customers within our immediate DFW metropiex area whom are unable to or do not have the time necessary to compile an inventory of items. Upon our visit, the consultant will work with you on how your move will be completed to best suit your particular needs. In addition to the information provided, please be sure to click on "services" to view other services we offer that may pertain to your move. Whether by phone, e-mail, or in-home estimate, our staff and contractors will extend such effort to complete each and every move to total satisfaction.

Click here for a free estimate





DALLAS: 972.264,7767 FT WORTH: 817.834.5377 FAX: 817.834.5699

Interstate Moves

Accent Movers, Inc. is an agent for "The Moving Mob" (mc395098 c). A quote may be obtained by compiling a list which will be translated into weight and then determined by interstate tariffs. We are able to offer guaranteed pickup dates (In most cases) and delivery dates (In most cases). Along with local moving, we are capable of moving as little as one item up to a complete full service move covering 48 states. While planning you move, please make note that flexibility may allow for a considerable discount on your quote.

Submit for a FREE estimate online!

585

FEDERAL HIGHWAY ADMINISTRATION FORM OP-1

Approved by OMB 2125-0568

APPLICATION FOR MOTOR PROPERTY CARRIER AND BROKER AUTHORITY

Expires 4/30/01

This application is for all individuals and businesses requesting authority to operate as motor property common or contract carriers or property brokers.

MC	FOR FHWA USE ONLY
Docket No.	MC-395098
Filed	0-23-00
Fee No.	0-23-00 M331023.A
CC Approv	
1	•

SECTION I	Do you now have authority from or an application being processed by the former ICC or FHWA? 23 NO CI YES If yes, identify the lead docket number(s)
Applicant	LEGAL BUSINESS NAME
Information	Moving Mob, Inc.
220100	DOING BUSINESS AS NAME
	Moving Rob, Inc.
	BUSINESS ADDRESS
	6401 E. Bradley St., Haltom City, Texas 76117 (817 834-5377
	0.02 0. 0.0020,,
	Street Name and Number City State Zip Code Telephone Number
	MAILING ADDRESS (If different from above)
	6401 E. Bradley St., Haltom City, Texas 76117
	Street Name and Number City State Zip Code
	REPRESENTATIVE (Person who can respond to inquiries)
<i>م</i> کر	
	Shane Gibson, Director Name and title, position, or
48	relationship to applicant
	6401 E. Bradley St., Haltom City, Texas 76117 Street Name and Number
-	City State Zip Code
<i>439</i>	Telephone Number (817) 834-5377 FAX Number (817) 834-3699
10 7	
	O.S. DOT Number (II available; if not, see instructions.)
	FORM OF BUSINESS (Check only one.)
	Corporation State of Incorporation Texas
	Sole Proprietorship Name of Individual
. I te	D Partnership Identify Partners
	Corporation State of Incorporation Texas Composition Name of Individual Identify Partners Composition Texas Composition Texas
	You must submit a filing fee for each type of authority requested (for each box checked).
SECTION II	MOTOR COMMON CARRIER OF PROPERTY (CHOCOT HOUSEHOLD GOODS)
	D MOTOR CONTRACT CARRIER OF PROPERTY (except HOUSEHOLD GOODS)
Type of Authority	MOTOR COMMON CARRIER OF HOUSEHOLD GOODS
	MOTOR CONTRACT CARRIER OF HOUSEHOLD GOODS
	BROKER OF PROPERTY (except HOUSEHOLD GOODS)
\	BROKER OF HOUSEHOLD GOODS

SECTION III

Insurance Information

This section must be completed by ALL motor property carrier applicants. The dollar amounts in parentheses represent the minimum amount of bodily injury and property damage (liability) insurance coverage you must maintain and have on file with the FHWA.

NOTE: Refer to the instructions for information on cargo insurance filing requirements for motor common carriers and surety bond/trust fund agreement filings for property brokers.

- Will operate vehicles having Gross Vehicle Weight Ratings (GVWR) of 10,000 pounds or more to transport:
 - Non-hazardous commodities (\$750,000).
 - Hazardous materials referenced in the FHWA's insurance regulations at 49 CFR 1043.2(b)(2)(c) (\$1,000,000).
 - Hazardous materials referenced in the FHWA's insurance regulations at 49 CFR 1043.2(b)(2)(b) (\$5,000,000).
- Will operate only vehicles having Gross Vehicle Weight Ratings (GVWR) under 10,000 pounds to transport:
 - Any quantity of Class A or B explosives, any quantity of poison gas (Poison A), or highway route controlled quantity of radioactive materials (\$5,000,000).
 - Commodities other than those listed above (\$300,000).

SECTION IV

Safety Certification (Motor Carrier Applicants Only) APPLICANTS SUBJECT TO FEDERAL MOTOR CARRIER SAFETY REGULATIONS - If you will operate vehicles of more than 10,000 pounds GVWR and are, thus, subject to pertinent portions of the U.S. DOT's Federal Motor Carrier Safety Regulations at 49 CFR, Chapter 3, Subchapter B (Parts 350-399), you must certify as follows:

Applicant has access to and is familiar with all applicable U.S. DOT regulations relating to the safe operation of commercial vehicles and the safe transportation of hazardous materials and it will comply with these regulations. In so certifying, applicant is verifying that, at a minimum, it:

- (1) Has in place a system and an individual responsible for ensuring overall compliance with Federal Motor Carrier Safety Regulations;
- (2) Can produce a copy of the Federal Motor Carrier Safety Regulations and the Hazardous Materials Transportation Regulations;
- (3) Has in place a driver safety training/orientation program:
- (4) Has prepared and maintains an accident register (49 CFR 390.15);
- (5) Is familiar with DOT regulations governing driver qualifications and has in place a system for overseeing driver qualification requirements (49 CFR Part 391);
- (6) Has in place policies and procedures consistent with DOT regulations governing driving and operational safety of motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392, 395 and 396);
- (7) Is familiar with and will have in place on the appropriate effective date, a system for complying with U.S. DOT regulations governing alcohol and controlled substances testing requirements (49 CFR 382 and 49 CFR Part 40).

EXX YES

EXEMPT APPLICANTS - If you will operate only small vehicles (GVWR under 10,000 pounds) and will not transport hazardous materials, you are exempt from Federal Motor Carrier Safety Regulations, and must certify as follows:

Applicant is familiar with and will observe general operational safety guidelines, as well as any applicable state and local laws and requirements relating to the safe operation of commercial motor vehicles and the safe transportation of hazardous materials.

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SECTION V

Affiliations

AFFILIATION WITH OTHER FORMER ICC, NOW FHWA-LICENSED ENTITIES. Disclose any relationship you have or have had with any other FHWA-regulated entity within the past 3 years. For example, this could be through a percentage of stock ownership, a loan, or a management position. If this requirement applies to you, provide the name of the company, MC-number, DOT number, and that company's latest U.S. DOT safety rating. (If you require more space, attach the information to this application form.)
None.

SECTION VI

Household Goods Certifications

HOUSEHOLD GOODS MOTOR COMMON CARRIER APPLICANTS must cartify as follows: Applicant is fit, willing, and able to provide the specialized services necessary to transport household goods. This assessment of fitness includes applicant's general familiarity with former ICC, now FHWA regulations for household goods movements and also requires an assurance that applicant has or is willing to acquire the protective equipment and trained operators necessary to perform household goods movements and that applicant will offer arbitration as a means of settling loss and damage disputes on collect-on-delivery shipments. The proposed operations will serve a useful public purpose responsive to a public demand or need.

YES YES

HOUSEHOLD GOODS MOTOR CONTRACT CARRIER APPLICANTS must certify as follows:

Applicant is fit, willing, and able to provide the specialized services necessary to transport household goods. This assessment of fitness includes applicant's general familiarity with former ICC, now FHWA regulations for household goods movements and also requires an assurance that applicant has or is willing to acquire the protective equipment and trained operators necessary to perform household goods movements and that applicant will offer arbitration as a means of settling loss and damage disputes on collect-on-delivery shipments. The proposed service will be consistent with the public interest and the transportation policy of 49 U.S.C. 10101.

☐ YES

HOUSEHOLD GOODS BROKER APPLICANTS must certify as follows:

Applicant is fit, willing, and able to provide household goods brokerage operations and to comply with all pertinent statutory and regulatory requirements. The involved services will be consistent with the public interest and the transportation policy of 49 U.S.C. 10101.

☐ YES

NOTE: Applicant may attach a supporting statement to this application to provide additional information about any of the above certifications. This evidence is optional.

SECTION VII	SCOPE OF OPERATING AUTHORITY. Complete one or both box(es) below, as applicable.
Applicants for Contract Carriage of Household Goods	Contracting shippers have one or more of the distinct needs delineated in Interstate Var Lines, Inc., Extension - Household Goods, 5 I.C.C.2d 168 (1988). Describe briefly the distinct need(s): N/A
	Contracts provide for assignment of one or more vehicles for the exclusive use of each shipper in the manner specified in Interstate Van Lines, Inc., Extension - Household Goods, 5 I.C.C.2d 168 (1988).
SECTION VIII Applicant's Oath	This oath applies to all supplemental filings to this application. The signature must be that of applicant, not legal representative.
C III I	I, Shane Gibson, Director , verify under penalty of Name and sittle
	perjury, under the laws of the United States of America, that all information supplied on this form of relating to this application is true and correct. Further, I certify that I am qualified and authorized of file this application. I know that willful misstatements or omissions of material facts constitute Federal criminal violations punishable under 18 U.S.C. 1001 by imprisonment up to 5 years and fines up to \$10,000 for each offense. Additionally, these misstatements are punishable as perjury under I U.S.C. 1621, which provides for fines up to \$2,000 or imprisonment up to 5 years for each offense. I further certify under penalty of perjury, under the laws of the United States, that I have not bee convicted, after September 1, 1989, of any Federal or state offense involving the distribution of possession of a controlled substance, or that if I have been so convicted, I am not ineligible to receive Federal benefits, either by court order or operation of law, under 21 U.S.C. 853a.
	Finally, I certify that applicant is <u>not</u> domiciled in <u>Mexico</u> or owned or controlled by person of that country.

APPLICATION FOR MOTOR PROPERTY CARRIER AND BROKER AUTHORITY - OP-1 (cont.)

Filing Fee Information

All applicants must submit a filing fee for each type of authority requested. The enclosed fee schedule will show the appropriate filing fee. The total amount due is equal to the fee times the number of boxes checked in Section II. Fees for multiple authorities may be combined in a single payment.		
Total number of boxes checked in Section II: 1 x filing fee \$ 300.00 = \$ 300.00		
INDICATE AMOUNT \$ 300.00 AND METHOD OF PAYMENT		
THECK or MONEY ORDER, payable to: Federal Highway Administration		
□ VISA □ MASTERCARD		
Credit Card NumberExpiration Date		
Signature Date		
,		

Fee Policy

- Filing fees must be payable to the Federal Highway Administration, by check drawn upon funds deposited in a bank in the United States or money order payable in U.S. currency or by approved credit card.
- Separate fees are required for each type of authority requested. If applicant requests multiple types of permanent authority on one application form (for example, common and contract carrier authority) or if applicant submits more than one form in the OP-1 Series in a single filing, multiple fees are required. The applicant may submit a single payment for the ann of the applicable fees.
- Filing fees must be sent, along with the original and one copy of the application, to Federal Highway Administration, P. O. Box 100147, Atlanta, GA, 30384-0147. For express mail only: Nationsbank Wholesale Lockbox 100147, 6000 Feldwood Road, 3rd Floor East, College Park, GA 30349. For credit card only: FHWA, Licensing and Insurance Division, Suits 600, 400 Virginia Avenue, S.W., Washington, D.C., 20024.
- After an application is received, the filing fee is not refundable.
- The FHWA reserves the right to discontinue processing any application for which a check is returned because of insufficient funds. The application will not be processed until the fee is paid in full.

PAPERWORK BURDEN. It is estimate that an average of 2 burden hours per response are required to complete this collection of information. This estimate includes time for reviewing instructions, searching estiming data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to both the Federal Highway Administration; Licensing and insurance Division, Suite 600, 400 Virginia Avenue, SW, Washington, DC 20024, and to the Office of Management and Budget, Office of Information and Regulatory Affairs (OMB No. 3120-0047), Washington, DC 20403.

ACUFF GAMBOA & WHITE, L.L.P.

ATTORNEYS AT LAW

405 PARK PLAZA BUILDING

2501 PARKVIEW DRIVE

FORT WORTH, TEXAS 76102-5816

817/885-8500

FAX 817/885-8504

October 11, 2000

Via Priority Mail

Federal Highway Administration P.O. Box 100147 Atlanta, GA 30384-0147

RE:

Moving Mob, Inc.; Federal Highway Administration Application for Motor Property

Carrier Authority (Form OP-1)

Dear Sir/Madam:

Please find enclosed the original and one copy of the application for Moving Mob, Inc. I have also enclosed a check for \$300.00 representing the filing fee. Should you have any questions, or should there be any problems, please notify me accordingly.

Thank you and I respectfully remain

Very truly yours,

JOHN L. GAMBOA

JLG\ct enclosures





Texas Moving Companies - Phone: (972)660-

4433

TxDOT#: 000537471B | TxDOT: (800)299-

1700

Home Services Local Moves Interstate Moves

Request Estimate

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Home

Texas Moving Companies - We are the best!

Ask about our free services and materials

Boxes | Free Guaranteed Moving Quotes | On-time arrivals and more All as a courtesy for you business.

We are a full service moving company of homes, apartments, and offices in the Dallas, Fort Worth area. We will compete with pricing from any other moving company in Dallas or any other Texas moving company. We provide quality full services including truck loading and unloading, shipping to and from any Texas city, and box packing of your house hold goods. Our commitment to our cutomers is to provide the best moving experience possible. The moving teams we use are professionals with a minimum of three years of experience. Pricing is guaranteed prior to shipment and your satisfaction is our ultimate goal, every time. We are one of the most established companies for moving service in Texas. We are a family owned and operated company in Texas, and pride ourselves on being the best moving service company in Texas.

Box Packing Materials and Service

We supply boxes free of charge to anyone moving with our company, with or without our packing service. Our box pack service will be performed by our packing crew a few days prior to your move in most cases. The dedicated packing crews will carefully place your belongings into box packing materials designed for moving, so the job is done right. It is what you should expect from your moving company.

Large Item Moving

Our full moving service also requires that each moving crew is equipped with a clean well maintained truck each day. Each crew also has all of the moving pads, hand trucks, and dollies necessary to complete the moving of your home safely, in a timely manner. In addition to standard moves, we also have the ability to complete large item moving. We have all of the resources we need to handle your large item shipment. Other large item moving companies in Texas can not beat our low prices and efficiency, even though large item moving may be their primary service business. (Piano's, pool tables and hot tub moving just to name a few.)

We are a company that is committed to service!
We are your Texas Moving Company!
A Fort Worth Moving company
Texas Moving Crews

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http://www.ablebodiedmovers.com/

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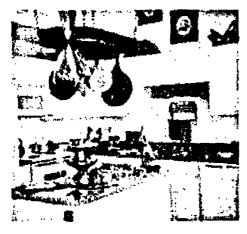
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Services



Able Bodied Movers, Inc. is a moving company specializing in relocating offices, home, and apartments in the DFW area as well as all over the country. Our moving contractors are professionals with at least two years of moving experience. Able Bodied Movers strives on repetitive quality customer satisfaction. We have been in business for over 12 years and are locally owned and operated. Able Bodied Movers will provide you a one-on-one representative to accommodate your relocation needs and answer any question, as well as a crew leader on site to answer any questions. Please call anytime if we can assist you in any way.

Able Bodied Movers is able to completely furnish the following services upon request:

- Truck loading/unloading
- Box unpacking/packing
- Same day service (most cases)
- Hourly rates
- Crating
- Dissassembly/reassembly
- Single item moves
- Guaranteed quotes (w/list)
- Storage
- Inner office/house
- Hoisting

In addition to the standard household furnishings, we are able to move the following:

rofb

- automobiles (most cases)
- hot tubs
- marble/glass
- commercial equipment (most cases)
- medical equipment
- pianos
- pool tables
- arcade games
- shop tools (most cases)
- modular units
- safes
- big screen TV's
- vending machines
- electronics
- antiques

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Local Moves

Able Bodied Movers, Inc. specializes in local moves within the DFW metroplex as well as throughout the United States. Our moving teams are courteous, careful and fully qualified to complete your move safely and efficiently. Able Bodied Movers is prepared to offer a guaranteed quote for our moving services based on a itemized list obtained. Please understand that our quotes are based solely on the information provided and a written guarantee is available and encouraged. If you are unable to provide an itemized list of belongings to be moved, our moving consultants may offer an hourly rate. We also offer free in-home estimates to customers within our immediate DFW metroplex area whom are unable to or do not have the time necessary to compile an inventory of Items. Upon our visit, the consultant will work with you on how your move will be completed to best suit your particular needs. In addition to the information provided, please be sure to click on "services" to view other services we offer that may pertain to your move. Whether by phone, e-mail, or inhome estimate, our staff and contractors will extend such effort to complete each and every move to total satisfaction.

Submit for a FREE estimate online!

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Interstate Moves

Able Bodied Movers, Inc. is an agent for "The Moving Mob" (mc395098 c). A quote may be obtained by compiling a list which will be translated into weight and then determined by interstate tariffs. We are able to offer guaranteed pickup dates (in most cases) and delivery dates (in most cases). Along with local moving, we are capable of moving as little as one item up to a complete full service move covering 48 states. While planning you move, please make note that flexibility may allow for a considerable discount on your quote.

Submit for a FREE estimate online!

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Our full service facility is located at:

2616 Weaver Street Haltom City, Texas 76117 just 4/10 mile north of Hwy. 121

Telephone: (972)660-4433

Fax: (817)834-0442

Email: sales@ablebodicdmovers.com

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LOCAL MOVES

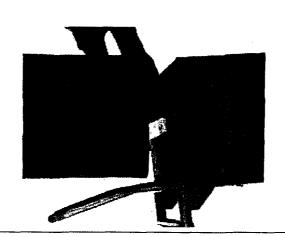
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- TRUCK LOADING AND/OR UNLOADING
- FULL SERVICE MOVING COMPANY EXPERIENCED PROFESSIONAL PERSONNEL SUPERIOR PACKING SERVICE

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FREE DISASSEMBLY/ASSEMBLY OF WASHERS - DRYERS STANDARD BEDS - DRESSERS - MIRRORS

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'ES MOVING TIPS

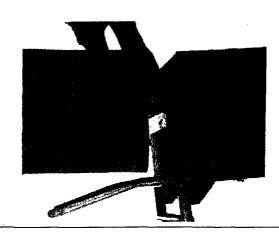
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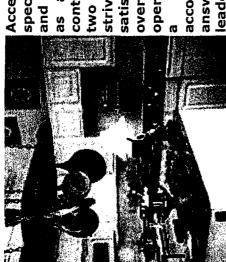
Services

CONTACT US

JS ABOUT US

ACCENT MOVERS, INC.





strives on repetitive quality customer Accent Movers, Inc. is a moving company as all over the country, Our moving contractors are professionals with at least two years of moving experience. Accent satisfaction. We have been in business for over 20 years and are locally owned and operated. Accent movers will provide you accommodate your relocation needs and answer any question, as well as a crew specializing in relocating offices, home, leader on site to answer any questions. Please call anytime if we can assist you in and apartments in the DFW area as well representative one-on-one

any way.

Accent Movers, Inc. is able to completely furnish the following services upon request:

- Truck loading/unloading
- Box unpacking/packing
- Same day service (most cases)
- Hourly rates
- Crating
- Dissassembly/reassembly
- Single item moves

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Hoisting

In addition to the standard household furnishings, we are able to move the following:

automobiles (most cases)

hot tubs

marble/glass

commercial equipment (most cases)

medical equipment

pianos

pool tables

arcade games

shop tools (most cases)

modular units

safes

big screen TV's

vending machines

electronics

antiques

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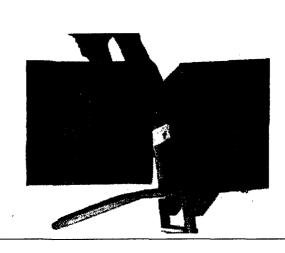
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ABOUT US

ACCENT MOVERS, INC.



Comments: City, State Zip: Home Phone: Work Phone: Address:

E-mail: Name:

Fax:

E

(972)264-7782 (817)834-5377

Click here for a free estimate

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Ask about our free services and materials

Boxes | Free Guaranteed Moving Quotes | On-time arrivals and more All as a courtesy for you business.

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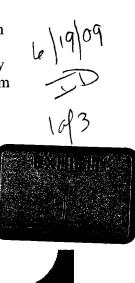
We supply boxes free of charge to anyone moving with our company, with or without our packing service. Our box pack service will be performed by our packing crew a few days prior to your move in most cases. The dedicated packing crews will carefully place your belongings into box packing materials designed for moving, so the job is done right. It is what you should expect from your moving company.

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